

INVITATION TO BID

BID DESCRIPTION: TO PROVIDE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SCHEDULED MAINTENANCE AND AD-HOC REPAIRS FOR THE PERIOD OF 36 MONTHS

COMPULSORY BIDDER'S BRIEFING

ARMSCOR will hold a compulsory bidders briefing session:

VENUE	ADDRESS	DATE	TIME
IMT Building	IMT Building, Martello Road, Simon's Town, 7995	18 January 2023	12h00 am

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Annexure A	16 Pages
Annexure B	3 Pages
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Bids must ONLY be submitted in hard copy; electronic bids submissions are NOT acceptable.

Kindly register on the National Treasury's Central Supplier Database (CSD) via www.csd.gov.za

RETURNABLE DOCUMENTS**CHECKLIST**

Bidders are required to develop a returnable schedule annexure in accordance with the following table of contents

	List of documents required.	Submitted [Yes or No]	
		Yes	No
1.	Central Supplier database (CSD) registration report or Unique Registration Reference Number	Yes ☐	No ☐
2.	Valid Tax Clearance Certificate (s) and or proof of application endorsed by SARS and / or SARS issued verification pin code.	Yes ☐	No ☐
3.	Copies of bidders CIPC Company registration documents listing all members with percentage, See bidding structure for required documents.	Yes ☐	No ☐
4.	Copy of the Joint Venture /Consortium Agreement duly signed by all parties	Yes ☐	No ☐
5.	Copy of the Sub-Contracting Agreement duly signed by all parties	Yes ☐	No ☐
6.	Valid proof of B-BBEE status for the bidder and its sub-contractor(s)	Yes ☐	No ☐
7.	Designated sectors: Local production and content. (Where applicable)	Yes ☐	No ☐
8.	Originally certified copy of Identity Document for the Company representative	Yes ☐	No ☐
9.	Copy of latest audited financial statements	Yes ☐	No ☐
10.	Bid conditions acceptance form on KD17 (Mandatory)	Yes ☐	No ☐

Company registration: 1968/008611/06 Vat registration: 4780115236

1. INSTRUCTIONS ON SUBMISSION OF BIDS

- 1.1 Bid Closing at **11:00 am** on **3 February 2023** **(SOUTH AFRICAN TIME)**
- 1.2 Bids must be submitted in a sealed envelope marked with this bid reference number.
- 1.3 The sealed envelope must be deposited in the bid box at Armscor Head Office, Visitors Entrance (Block) 8 before the bid closing date and time addressed to:

The Manager
R&D Procurement Secretariat
Armscor SOC Ltd

Postal address:
Armscor SOC Ltd
Private Bag X337
Pretoria, 0001

Delivery address:
Armscor Head Office
Armscor: R&D Bid Box; Visitors' Entrance (Block 8)
370 Nossob Street
Erasmuskloof Ext 4
Pretoria
- 1.4 Bids dispatched by the courier service Company must be marked with bid reference number on the delivery note / packaging and the courier must ensure that the bid document is deposited in the bid box before the closing date and time. **Armscor will not be held responsible for any delays where bid documents are handed to the Armscor Reception.**
- 1.5 Bid proposals received after the closing time and date will not be considered.

2. ENQUIRIES

- 2.1 All queries regarding this bid must be addressed in writing to:
R&D Procurement Secretariat.
 E-mail Address: abtenders@armscor.co.za
 Facsimile address: (International) +27 12 428 3109
 Questions/enquiries relating to this RFB should be received three working days prior to the closing date. Queries received after this period will not be entertained.

3. BID VALIDITY PERIOD

Bids proposals to remain valid for acceptance for a period of 120 days counted from the closing date.

NOTE: Bids for the supply of the goods and/or services described in the attached documents are invited in accordance with the provisions of the General Conditions of Contract (A-STD-0020) Issue 4 dated 14 February 2020 and the Rules of Procedure for Offerors (A-STD-0010) Issue 2 dated 21 April 2014, as well as any special condition contained in these documents. Copies of the General Conditions of Contract and the Rules of Procedure are available on Armscor's website at www.armscor.co.za.

BID AWARD RESULTS:

Result on bid awarding information is not sent to unsuccessful bidders. Particulars of successful bidders are also NOT published on the Armscor: R&D Bulletin.

BIDDING STRUCTURE

Indicate the type of bidding structure by marking with an 'X' in an appropriate box.	
Individual Bidder	
Joint Venture	
Consortium	
Using Sub-contractors	
Other	

Only fill the relevant category:

If individual bidder, indicate the following:	
Name of Bidder	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	

NB: Submit with the bids the following documents:

- Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.
- In case of individual supply ID document for local and if foreigner supply passport number or identification as applicable in that country.
- Latest copies of all share certificates, in case of a company or any other form of a legal entity.
- Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.

If Joint Venture or Consortium, indicate the following: (To be completed for each JV/Consortium member)

Name of Joint Venture / Consortium	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	

NB: Submit with the bids the following documents:

Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.

In case of individual supply ID document for local and if foreigner supply passport number or identification as applicable in that country.

Latest copies of all share certificates, in case of a company or any other form of a legal entity.

Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.

If using subcontractors, indicate the following:	
Name of Prime-Contractor	
Percentage Value to be subcontracted	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	
Subcontractor Details:	
Name of Subcontractor	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	
NB: Submit with the bids the following documents for both Prime and Sub-Contractors:	
Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.	
In case of individual supply ID document for local and if foreigner supply passport number or identification as applicable in that country.	
Latest copies of all share certificates, in case of a company or any other form of a legal entity.	
Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.	

Other:	
Name of Bidder	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	
NB: Submit with the bids the following documents:	
Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.	
In case of individual supply ID document for local and if foreigner supply passport number or identification as applicable in that country.	
Latest copies of all share certificates, in case of a company or any other form of a legal entity.	
Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.	

Declaration:

I, as the duly authorized representative of the bidder hereby authorize Armscor to request, investigate and process company information including tax compliance via the SARS website.

.....
Name

.....
ID number

BID CONDITIONS ACCEPTANCE FORM**Bidders shall complete and sign this bid conditions acceptance form**

I/We hereby offer to supply all or some of the supplies and/or services described in the Pricing Schedule and /or attached documents on the terms and conditions and in accordance with the conditions set out in A-STD-0010 Issue 2 dated 21 April 2014 and A-STD-0020 Issue 4 dated 14 February 2020 (and I/we acknowledge that I/we am/are acquainted therewith) at the price and on the terms of delivery/execution inserted by me/us.

I/We agree -

1. that this bid shall remain binding on me/us and open for acceptance for the period stipulated above;
2. that if my/our bids is accepted, the acceptance will be communicated to me/us by letter or order through the post, and such acceptance shall constitute a contract between me/us and Armscor, subject to the terms and conditions set out in Armscor's General Conditions of Contract (A-STD-0020), Issue 4 dated 14 February 2020, the contents of which I/we acknowledge ourselves to be acquainted with.

I/We choose as domicilium citandi et executandi in the Republic

.....

 (no post box or private bag)

IN BLOCK LETTERS ON BEHALF OF -

Complete registered:

Name of bidder:.....

AUTHORISED SIGNATURE

..... Date:

Name in block letters:

Capacity:

NB: FAILURE TO COMPLETE AND SIGN THIS PAGE SHALL INVALIDATE THE BID AND WILL BE DISQUALIFIED FROM FURTHER EVALUATION.

SUPPLIER REGISTRATION

- 1.1 Bidders must register on the National Treasury Central Supplier Database (CSD) in terms of National Treasury Instruction Note 3 of 2016/17.
- 1.2 Bidders must electronically register for Security on Armscor website to be considered for orders which are administered by Armscor SOC Ltd on Behalf of clients.

For more information on security registration contact:-

The Security Registration

Private Bag X337

PRETORIA

0001

E-mail:- register@armscor.co.za

ALL BIDDERS SHALL COMPLY WITH THE FOLLOWING:

1. The pages of the KD17 document are numbered from one, and the final page bears the words "and last". Bidders should check the numbers of the pages as no liability arising from claims owing to the omission or duplication of pages will be recognised by Armscor. The appendices mentioned in these pages form part of the bids.
2. **All bidders shall -**
 - 2.1. insert their name at the top of each price schedule form used (a rubber stamp may be used);
 - 2.2. insert the information in the spaces provided in the price schedules by writing or typing on the dotted lines only (additional information should be contained in a separate annexure);
 - 2.3. if they wish to make more than one bid against an item, as an alternative, apply for additional copies of the bid documents or photocopy one or more pages, and not retype or redraft any of the forms used;
 - 2.4. indicate the prices quoted in the units shown and quote them per item;
 - 2.5. indicate in respect of each item whether the goods/services quoted comply strictly with the specified requirements, and furnish particulars of deviations if this is not so;
 - 2.6. complete all appendices.
3. **Value-added tax, customs duties, *ad valorem* customs duties and surcharges:**
 - 3.1. Value added tax levied by the Receiver of Revenue must not be included in the prices quoted but be shown as a separate line item.
 - 3.2. Where supplies are quoted which are subject to levying of any customs duty, *ad valorem* customs or excise duty or surcharge by the Department of Customs and Excise, such charges must not be included by the bidder in the prices quoted. The applicable customs duty, *ad valorem* customs or excise duty or surcharge must, however, be indicated separately where provided for on Armscor's Questionnaire (KD 18).
4. **Security:**
 - 4.1. Classified bids are to be handled in the manner set out in Armscor's Security Instruction, document number A-WI-014, copies of which are obtainable on request from the Contractor Security Section, P O Box 411, Pretoria, 0001.
 - 4.2. Attention is drawn particularly to the procedure set out in chapter 4 of the manual, which is to be complied with when forwarding classified documents.

5. Broad-Based Black Economic Empowerment Compliance:

- 5.1 In terms of the Defence Sector Codes, contracts for goods and services shall only be awarded to a bidder that has Black Equity Ownership of at least 25% in year 1 (12 April 2019 to 31 March 2020), 30% in year 2 (1 April 2020 to 31 March 2021) and 35% in year 3 (01 April 2021) onwards, where applicable.
- 5.3 Failure to comply with the **B-BBEE mandatory and Compulsory requirements** as stated in the KD24 will lead to disqualification.

6. Advance payments:

Bidders shall furnish the price without advance payment. (Consult paragraph 8 of A-STD-0010).

7. Performance Guarantee:

Armscor reserves the right to request the successful bidders to submit a performance guarantee for the proposed contract. Bidders must submit prices without provision for the performance guarantee as well as prices including the cost of such a guarantee.

8. Commissions:

If any commission is payable by yourself to any person(s) or body as a result of any order which may arise from this Request for Proposal, you must submit full details of the applicable person(s) or body and the amount payable, with this bids.

9. Compliance with Arms Control and Non-Proliferation requirements

Any bidder responding to this Request for Proposal (RFP) shall comply with the following when dealing with defence matériel:

- 9.1 All relevant South African legislation, including, but not restricted to, the following:
- a) National Conventional Arms Control Act, Act No. 41 of 2002, and its implementing Regulations; and
 - b) Non-proliferation of Weapons of Mass Destruction Act, Act No. 87 of 1993, as amended, and its implementing Regulations.
- 9.2 Defence export legislation of supplier countries, i.e. countries from which defence matériel is exported to South Africa as well as countries of origin of the matériel.
- 9.3 It is the responsibility of the bidder to, when applicable, register with the Directorate Conventional Arms Control (DCAC), Defence Secretariat, in terms of section 13 of the National Conventional Arms Control Act and with the South African Council for the Non-Proliferation of Weapons of Mass Destruction Act.
- 9.4 If a contract with Armscor is being entered into, the Contractor shall comply with arms control and non-proliferation requirements as prescribed by the contract.

10. Submission of a NCACC Permit

10.1 In terms of the National Conventional Arms Control Act (Act No 41 of 2002, Chapter II, section 13), no person may trade in conventional arms, unless that person is:

- a) Registered with the National Conventional Arms Control Committee (NCACC)
- b) Is in possession of a permit authorised by the NCACC and issued by the Directorate Conventional Arms Control (DCAC).

NOTE: Local bidders who trade in Conventional Arms as set out above are required to submit a certified copy of a valid NCACC permit when submitting a bid.

11. Tax Compliance

The conditions detailed in the Instruction for Application for Tax Compliance (KD 25) must be adhered to. Armscor Suppliers /Bidders must remain tax compliant for the duration of their contracts.

12. Defence Industrial Participation and National Industrial Participation

12.1 The DIP value threshold of foreign content is based on:

Any single agreement of which the foreign content exceeds USD 2 million;
Multiple main agreements concluded within two years of each other, within the framework of a specific project or across different projects, for same and or similar products or services, awarded to the same Seller of which the aggregate value of the foreign content exceeds USD 2 million;
Extensions or amendments to the main agreement within the active life of the agreement, which result in the aggregate foreign content value of the project exceeding USD 2 million;
Where multiple suppliers are used to address a single Defence Acquisition for the same products or services and the value of the foreign content, in total, exceeds USD 2 million, each supplier shall incur pro rata 50% of the total DIP obligation.

12.2 Where a contract to the value of the equivalent of USD10 000 000 or more, is placed on a foreign company, a minimum of 30 % National Industrial Participation (NIP) shall be part of the foreign company's contractual obligations, in addition to the 50 % DIP. This condition is also applicable to all contracts placed on a local company, subcontracting a single foreign company to the aforesaid value or more.

13. Mandatory local production and content for designated sectors

13.1 When applicable, bids not meeting the mandatory local production and content for designated sectors will not be considered for further evaluation.

13.2 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

13.3 If there is no designated sector, Armscor will include as a specific condition of the bid, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

14. **Awarding of Bids**

The awarding of bids will be in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.

The applicable points are:

Price: (Pp)	80 Points
Broad-Based Black Economic Empowerment:	20 Points
Total:	100 Points

The following formula must be used to calculate the points in respect of a bid up to a rand value of R 50 000 000, 00 (all applicable taxes included).

(Armscor may also apply this formula to price quotations with a value of less than R30 000, if and when appropriate):

$$P_s = P_p$$

$$\text{Provided that } \sum (P_{pa}) = 80$$

Where:

P_s	= points scored for bid/bids under consideration
P_p	= points scored for price
a	= allocated

$$\text{The points scored for price } (P_p) = P_{pa} * \left(1 - \frac{(P_t - P_m)}{P_m}\right)$$

Where: P_{pa} = points allocated for price

P_t = comparative price of bid/bids under consideration

P_m = comparative price of lowest acceptable bid/bids

15. **Objective Criteria**

- 15.1 A contract may be awarded to a bidder that did not score the highest points only in accordance with section 2(1)(f) of the Act. If Armscor intends on applying objective criteria in terms of section 2(1)(f) of the Act, this will be stated in the bid document.

BID NUMBER : R&D/IMT-2022/034
CLOSING AT 11:00 ON : 3 February 2023

VALIDITY**PERIOD: 120 DAYS****NAME OF BIDDER** :

ITEM NO	DESCRIPTION	QTY	UNIT PRICE IN S.A. CURRENCY	SUBTOTAL
	Mandatory Black Equity Ownership April 2021/22 onwards – Minimum 35% - applicable			
1.	To provide Heating, Ventilation and Air Conditioning (HVAC) scheduled maintenance and ad-hoc repairs for the 36 months in accordance with Annexure A attached.	1		
	TOTAL (EXCLUDING VAT)			
	15% VAT			
	TOTAL (INCLUDING VAT)			
The following attachments has a direct bearing on the item listed above to provide Heating, Ventilation and Air Conditioning (HVAC) scheduled maintenance and ad-hoc repairs for the 36 months at the Institute for Maritime Technology (IMT) in accordance with Annexure A attached: Annexure A: Scope of Work. Annexure B: Critical Criteria. Annexure C: Compliance Declaration form.				

NOTES:

1. The Bidder/offeror shall be required to attend a compulsory bidders briefing 7 days after publishing of the Bid/RFB at 12H00 noon IMT Building, Martello Road, Simon's Town.

All potential bidders are required to arrive 30 minutes before the starting time to avoid any delays. Late arrivals will not be allowed access to the premises once the meeting has started 12H00 noon.

2. Delivery address: Services rendered at IMT building, Martello Road, Simon's Town.
3. *Period required for commencement of delivery, after receipt of order: **1 April 2023 after awarding of contract.**

4. *Rate of delivery: **As contracted.**
 5. *Period required for completion of order, after receipt thereof:
 6. **The prices are fixed for the duration of the contract.**
 7. See Annexure A: Scope of Work (SOW)
 8. See Annexure B: Critical Criteria
 9. See Annexure C: Compliance Declaration.
 10. Annexure C, the bidder must complete and sign the (Annexure C) IMT Compliance Declaration of conformity with Annexure A and submit it with the completed Bid/RFB document.
 11. Critical criteria requirements, in the event that the bidder does not meet ONE or ALL-critical criteria requirements shall invalidate this offer/proposal.
 12. The undermentioned elements are contained in the attached RFB R&D/IMT-2022/034.
 - 12.1 Annexure A: Scope of Work**
 - 12.2 Annexure B: Critical Criteria**
 - 12.3 Annexure C: Compliance Declaration form**
 13. Bidders attending the Bidders Briefing 7 days after publishing of the Bid/RFB at 12H00 noon IMT Building, Martello Road, Simon's Town.
- * Must be completed by bidder if not completed by Armscor

**ARMAMENTS CORPORATION OF SOUTH AFRICA LTD
(ARMSCOR)**

QUESTIONNAIRE

REPLIES

1. What is the request for bids number?
2. Price basis of bids (if deviating from **Delivered into store**):
3. Indicate which of the following applies:

3.1 The prices are fixed.

3.2 The prices are not fixed (N.B. See Par. 9 of A-Std-0010)
4. Is the delivery period fixed?
5. Are you the accredited agent in the RSA for the manufacturer of the supplies quoted by you?

WHERE SUPPLIES OFFERED ARE TO BE IMPORTED OR ARE OFFERED EX BONDED WAREHOUSE, THE ATTACHED SECURITY QUESTIONNAIRE (KD 22) MUST BE COMPLETED AND THE FOLLOWING QUESTIONS ANSWERED:

6. Is a special import permit required?
 If not, state your import permit number
7. What are the names and addresses of your overseas suppliers? (Give particulars in KD 22)
8. Foreign content:

8.1 What amount in foreign currency must be remitted overseas?

8.2 What is the rate of exchange used in converting the amount into SA Rand and the date on which this is based? ZAR1, 00 =
DATE:
9. Statutory costs:

9.1 Are the goods quoted on subject to customs duty, ad valorem customs or surcharge?

-2 and last-

9.2 If so, what is the amount payable in respect of

a) Customs duty?

b) Ad valorem customs duty?

PRICE BREAKDOWN

10. The following particulars must be furnished, failure of which may invalidate the bids.

- 10.1 FOB/FCA cost of item
- 10.2 Sea/Air freight
- 10.3 Insurance charges
- 10.4 Clearance charges
- 10.5 Customs duties
- 10.6 Ad valorem customs duties
- 10.7 Delivery costs from port/airport to your premises
- 10.8 Local content (excluding (10.10))
- 10.9 Delivery costs from your premises into store
- 10.10 Balance (detail to be submitted)

TOTAL

AMOUNT	% OF TOTAL PRICE

.....
DATE

.....
BIDDER'S SIGNATURE

-1 and last-

**ARMAMENTS CORPORATION OF S.A. LIMITED
(ARMSCOR)**

PREVIOUS PURCHASES

LAST TWO BIDS

If any similar or identical equipment has been supplied to ARMSCOR,
or to any of ARMSCOR'S subsidiaries or the South African National Defence
Force, the completion of this form by bidders is compulsory.

DATE OF BIDS	ORGANIZATION	ORDER NO.	ITEMS PURCHASED	UNIT PRICE	MOTIVATION FOR PRICE DIFFERENCES

BIDDER:	
SURNAME AND INITIALS:	
DATE:	
SIGNATURE:	

**ARMAMENTS CORPORATION OF SOUTH AFRICA LIMITED
(ARMSCOR)**

SECURITY QUESTIONNAIRE ON THE IMPORTED CONTENT OF BIDS

1. In all cases where the supplies quoted are imported (either in full or in part), bidders shall furnish the following particulars (if space is insufficient, use additional pages):

1.1 COUNTRY OF ORIGIN:

Item No(s).	Country
.....	
.....	
.....	
.....	

1.2 NAME OF MANUFACTURER(S)/SUPPLIER(S)/STOCKIST(S):

Item No(s).	Name
.....	
.....	
.....	
.....	

1.3 NAME OF INTERMEDIARY (IES) (WHEN THERE IS NO DIRECT CONTACT WITH THE FIRMS LISTED IN 1.2):

Item No(s).	Name
.....	
.....	
.....	
.....	

1.4 NAME OF AGENTS RESPONSIBLE FOR SHIPPING AND CLEARANCE:

Item No(s)	Name
.....	
.....	
.....	
.....	

1.5 NAME OF BANK ARRANGING TRANSFER OF FUNDS OVERSEAS:

Item No(s).	Name
.....	
.....	
.....	
.....	

-2 and last-

1.6 IS AN END-USER CERTIFICATE REQUIRED? YES/NO

If yes:-

Item No. (s).

.....

.....

.....

.....

1.7 ARE THE ITEMS SUBJECT TO ANY SPECIAL EXPORT REQUIREMENTS? YES/NO

If Yes:-

Item No. (s).

Requirements

.....	
.....	
.....	
.....	

2. Failure to furnish the information requested may render the bid invalid.

.....

NAME

.....

DATE

.....

BIDDER'S SIGNATURE

BROAD-BASED BLACK ECONOMIC EMPOWERMENT CLAIMS

ACRONYMS AND ABBREVIATIONS

B-BBEE	Broad-Based Black Economic Empowerment
CIPC	Companies and Intellectual Property Commission
COTS	Commercial Off The Shelf
EME	Exempted Micro Enterprises
MOTS	Military Off The Shelf
QSE	Qualifying Small Enterprises
SANAS	South African National Accreditations Systems

1. MANDATORY B-BBEE REQUIREMENT:

- 1.1 In terms of the Defence Sector Codes, contracts for goods and services shall only be awarded to a bidder that has Black Equity Ownership of at least 25% in year 1 (12 April 2019 to 31 March 2020), 30% in year 2 (01 April 2020 to 31 March 2021) and 35% in year 3 (01 April 2021) onwards, where applicable.
- 1.2 EMEs are exempted from compliance with the mandatory B-BBEE requirement.

2. COMPULSORY B-BBEE REQUIREMENTS

2.1 Pre-Qualification Criteria

- 2.1.1 Pre-Qualification criteria will be applied to advance certain designated groups with specific bidding conditions that only one or more of the bidders may respond:

- a) Stipulated minimum B-BBEE status level e.g. level 4
- b) EMEs or QSEs
- c) Sub-contract a minimum 30% of the value of the contract to one or more:
 - (i) At least 51% black owned EMEs or QSEs
 - (ii) At least 51% black youth owned EMEs or QSEs
 - (iii) At least 51% black women owned EMEs or QSEs
 - (iv) At least 51% black owned EMEs or QSEs by people living with disabilities
 - (v) At least 51% black owned EMEs or QSEs by people living in rural or underdeveloped areas
 - (vi) At least 51% black owned cooperatives
 - (vii) At least 51% black owned EMEs or QSEs by military veterans
 - (viii) EMEs or QSEs

2.2 Sub-Contracting

- a) For a contract above R30 000 000 (million), Armscor may apply subcontracting to advance designated groups.
- b) The successful bidder must subcontract 30% of the contract value to one or more of the following:
 - (i) At least 51% black owned EMEs or QSEs
 - (ii) At least 51% black youth owned EMEs or QSEs
 - (iii) At least 51% black women owned EMEs or QSEs
 - (iv) At least 51% black owned EMEs or QSEs by people living with disabilities
 - (v) At least 51% black owned EMEs or QSEs by people living in rural or underdeveloped areas
 - (vi) At least 51% black owned cooperatives
 - (vii) At least 51% black owned EMEs or QSEs by military veterans
 - (viii) EMEs or QSEs

NB: Failure by the bidder to comply with the B-BBEE Mandatory and Compulsory Requirements as stated herein above will lead to disqualification.

3. PREFERENCE POINTS FOR BROAD-BASED BLACK ECONOMIC EMPOWERMENT

- 3.1 The following preference points will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.
- 3.2 The 80/20 preference point system is applicable to all bids with a Rand value of up to R50 000 000,00 (all applicable taxes included)
- 3.3 Preference points for this bid shall be awarded for:
- | | |
|---|------------|
| PRICE | 80 |
| B-BBEE STATUS | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |
- 3.4 **Bidders who do not submit a valid proof of B-BBEE status will score zero (0) for preference points.**

4. ALLOCATION OF B-BBEE POINTS

- 4.1 The B-BBEE points will be allocated according to the table below, for acquisition of services, works or goods with a value of up to R50 000 000, 00. B-BBEE Points claimed must be in accordance with the table below and must be substantiated by means of a valid proof of B-BBEE.

B-BBEE status level	Points Allocated
Level 1	20
Level 2	18
Level 3	14
Level 4	12
Level 5	8
Level 6	6
Level 7	4
Level 8	2
Non-compliant	0

- 4.2 The Armscor BBE Division reserves the right to require a bidder and/or its sub-contractor(s) to substantiate any claim at any stage in the bidding process to verify and confirm the B-BBEE status of the bidder and/or its sub-contractor(s).

5. PRINCIPLES**5.1 Valid proof of B-BBEE status is either of the following:****5.1.1 A B-BBEE Sworn Affidavit fully completed and**

- 5.1.1.1 Deposed and signed in the presence of the Commissioner of Oaths
- 5.1.1.2 Does not contradict itself (% black ownership matches compliance level)
- 5.1.1.3 Commissioner of Oaths credentials and signature are reflected.

5.1.2 A B-BBEE Certificate issued by either the CIPC or a SANAS Accredited Verification Agency**5.1.3 An unincorporated Joint Venture / Consortium must submit a Consolidated B-BBEE Certificate in the name of the Joint Venture / Consortium issued by a SANAS accredited Verification Agency.****5.1.4 B-BBEE status must be based on the latest financial year-end information, otherwise it is invalid and unacceptable.****5.2 Sub-Contracting****5.2.1 A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.****5.2.3 A supplier awarded a contract must obtain the approval of Armscor prior to any changes in the subcontracting arrangement.**

-4 and last-

B-BBEE DECLARATION**1. Confirmation of the Bidder's Turnover**

Name of the Bidder			
Registration Number			
Financial Year End			
Turnover (As at the latest financial year end)	R	Period Starting (Day, Month, Year)	Period Ending (Day, Month, Year)

2. Confirmation of Subcontractors involved in the execution of the order:

Bidder	% Black Ownership	B-BBEE Status	% Value to be Contracted
1.			
Subcontractors	% Black Ownership	B-BBEE Status	% Value to be Contracted
1.			
2.			
3.			

*Percentages of the bid value which will be subcontracted including main contractor must add up to 100%.

3. Confirmation of Suppliers involved in the execution of the order:

Supplier's name	% Black Ownership	B-BBEE status	% Value to be Supplied
1.			
2.			
3.			
4.			
5.			

I, the undersigned, am duly authorised to certify on behalf of the abovementioned entity that the information contained herein above is true and correct.

AUTHORISED SIGNATURE : Date:

Name in block letters :

Capacity :

TAX COMPLIANCE REQUIREMENTS

It is a condition of bids that the successful bidder MUST be tax compliant, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations. FOREIGN COMPANIES ARE REQUIRED TO COMPLETE QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS OF ANNEXURE 1 TO KD 25

1. In order to meet this requirement the bidder is required to access SARS e-filing and complete the SARS ONLINE "SARS tax compliance status" under tax status. Tax compliance requirements are also applicable to individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax compliance PIN code that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax compliance PIN letter shall be submitted with the bids, with an authorisation letter for Armscor to use the PIN code for verification of tax compliance status of the bidder.
4. In bids where Consortia /Joint Ventures are involved, each party must submit a separate tax compliance PIN with authorisation letter.
5. In the event of subcontracting, tax compliance PIN letter and authorisation letter for the subcontractor must also be submitted with the bids.
6. Tax compliance is done via e-filing on the SARS website www.sars.gov.za.

NOTE: Armscor Suppliers/ Bidders and Subcontractors must remain tax compliant for the duration of their contracts.

BIDDER'S DISCLOSURE

1 PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2 BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

-2 and last-**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**ARMAMENTS CORPORATION OF SOUTH AFRICA LIMITED
(ARMSCOR)**

INTELLECTUAL PROPERTY REQUIREMENTS

1 INTRODUCTION

1.1 What is Intellectual Property?

Intellectual Property (or “IP”) means the result or outcome of human creative effort as typically, but not exclusively, manifested and embodied in or taking the form of data items or documents.

IP typically includes design and mental activities, e.g.:

- Bills of Material (BOM's)
- Instructions,
- Reports,
- Specifications,
- Interface designs,
- Manufacturing processes,
- Material Specifications,
- Processes,
- Product designs,
- Re-engineering (maintenance/obsolescence),
- Software,
- Algorithms,
- Source Codes,
- System/integration designs,
- Test and Evaluation Methods, etc.

IP typically excludes Project Management activities and Hardware created/built according to a design or following a “recipe”.

1.2 How is IP manifested?

IP is typically manifested and embodied in Data Items or Documents.

“Data items or Documents” means any recorded information, however recorded, including but not limited to books, manuscripts, reports, studies, algorithms, computer software, invention descriptions, registered patents, drawings, designs, plans, analyses, calculations, standards, data packs, process documents, instructions, specifications, mathematical or simulation models, compositions, photographs, video recordings, audio recordings, reports, holographic recordings, trademarks, graphical images, etc.

NOTE:

- ☐ The document itself is not IP
- ☐ The contents of a document represent IP
- ☐ The document becomes the tangible and recordable carrier of IP

1.3 What is Background IP?

For definition, refer to A-STD-0020 “Armcor General Conditions of Contract”.

“Background IP” belongs to a contractor because he fully paid for the generation thereof or had bought it at his own cost, which may be used or serve as a basis from which to develop new Foreground IP.

1.4 What is Historic IP?

"Historic IP" is existing IP which was created previously, and which may serve as a basis from which to develop new Foreground IP.

1.5 What is Foreground IP?

For definition, refer to A-STD-0020 "Armcor General Conditions of Contract".

"Foreground IP" is new intellectual property that is created during the execution of the order.

1.6 When is IP Shared or Jointly Owned or Co-owned?

For the definition, refer to A-STD-0020 "Armcor General Conditions of Contract".

"Shared" or "Jointly Owned" or "Co-owned" IP is IP which belongs to both the DOD and a contractor, because both contributed to the cost of generation thereof. Ownership is typically (and preferably) proportional to contribution.

Historic and Foreground IP may be either

1. Wholly owned by the DOD; or
2. Shared or Jointly Owned or Co-owned between DOD or the contractor

2. IP RECORDAL REQUIREMENTS

It is a requirement that prospective suppliers provide all information about applicable Intellectual Property (IP) to the bid. Armcor will record the information on their IP System that will generate a Statement of IP which will be appended to the order. The Statement of IP will serve as a contractual agreement between Armcor and the contractor in so far as IP related matters are concerned.

The recordal requirements are further described herein and broken down to an appropriate level, as follows:

2.1 Background IP Utilised

For each Background IP Item that will be modified or utilised to generate Foreground IP in the execution of the quoted scope of work, provide the following details:

- Short IP description
- Original Supplier
- Cost of Establishment (If available)

2.2 Historic IP Utilised

For each Historical IP item that will be modified or is required as a prerequisite in the execution of the quoted scope of work, provide the following details:

- Armcor IP Number (if available)
- Short IP description
- The next information is to be provided **per order**, on which Historic IP was established:
 - Order Number on which Historic IP was generated
 - Master record index (MRI) reference
 - Original Supplier
 - Cost of Establishment
 - Percentage Ownership (DOD)
 - Associated Milestone / Line item on the order under which the IP was established

2.3 Foreground IP to be generated

For each new Foreground IP item that will be generated in the execution of the quoted scope of work, provide the following details:

- IP number of Historic IP, if IP is enhanced (modified/improved/updated).
- Short IP description
- Master record index (MRI) reference with version and date
- Original Supplier
- Cost of Establishment
- Percentage Ownership (DOD)
- Associated Milestone / Line item on the order under which the IP will be established.

Note 1: The cost of establishment has always been included in item/milestone prices of order, and will continue to be so included, but will in future become visible by being shown separately in the Statement of IP appended to orders in order to properly manage such IP;

Note 2: To facilitate the easy and correct recording of IP, bidders and contractors will be required to utilise the specially constructed spread sheet from Armscor's web site.

After completion, the spreadsheet must be printed and attached to the bid, which will thus form an integral part of the bid.

3. SAFEGUARDING OF IP

3.1 IP Agreement

The IP agreement which will be embodied in the Statement of IP will be concluded with the main contractor in the name of the main contractor and will apply to the creating sub-contractor(s), who will remain the design authority for his particular IP.

3.2 Management and Safeguarding of IP

The main contractor will be responsible for the management of IP he generated during the execution of the order, as well as the management of IP generated by his sub-contractors. Upon completion of the project or order, the relevant IP will be formally transferred to the main contractor, who will then be responsible for the continued management of such IP.

The main contractor will be responsible for proper safeguarding and configuration control of IP, including off-site back-ups, as further described in various other Armscor documents, e.g. A-STD-0020 "Armscor General Conditions of Contract, K-STD-61 "Armscor Standard for Technical Contract Conditions", A-WI-014 "Armscor Security Instruction" and other documents that may be applicable.

3.3 IP Delivery

Notwithstanding 3.2 above, upon completion of the order, the main contractor will deliver all data items or documents relating to the IP generated during the execution of the order to Armscor ADAC Department.

3.4 IP Audits

Armscor is by law required to conduct an IP or intangible asset audit of all existing DOD IP every financial year. The main contractor will cooperate with Armscor's Intellectual Property Management Division and the Auditor General during the audit period and will make available all relevant information required to conduct the audit.

4. COMPLETION OF THE IP INFORMATION BY MEANS OF THE ELECTRONIC FORM

4.1 Background

The electronic form of the KD27 IP Information.xlsx is available as a Microsoft Excel workbook on the Armscor website (www.armscor.co.za/Downloads/Download.asp) and must be used as template to provide the relevant IP information.

The workbook consists of the following three spreadsheets:

- “Background IP” provides a form to capture all background IP information
- “Historic IP” provides a form to capture all historic IP information.
- “Foreground IP” provides a form to capture all foreground IP information.

4.2 Electronic Form Definitions

The column definitions as provided in the forms are as follows:

IP Name	A short descriptive name to identify the IP item.
IP Number	Armscor Number provided to Historic IP.
IP Description	An abridged description of the IP Item.
Original Supplier	The name of the supplier at which the IP item exists or was established.
Establishment Cost	The amount paid by Armscor to establish the IP Item (including VAT).
MRI Reference	The Master Record Index (MRI) or other document reference that uniquely describe the IP.
DOD Shareholding	The percentage of the IP that belongs to the DOD through Armscor
Associated Milestone/Item	The contractual milestone or item, which when completed, will define the point in time at which the IP will be established.

-5 and last-

5. INTELLECTUAL PROPERTY QUESTIONNAIRE

I/We, the undersigned, who warrant that I/we am/are duly authorised to do so on behalf of the firm certify that the following information is correct and complete in terms of Intellectual Property relevant to the offered scope of work. (Please circle the relevant answer)

Will Background IP be applicable during the execution of the quoted scope of work? Yes No

If yes, state particulars by completing the 'Background IP' worksheet. Indicate each IP item as a separate line.

Will Historic IP be utilised and/or is it required as a prerequisite to execute the quoted scope of work? Yes No

If yes, state particulars by completing the 'Historic IP' worksheet for each IP item. Indicate each IP item as a separate line;

Will any of these Historic IP items be enhanced during the execution of the quoted scope of work? Yes No

If yes, also complete the 'Foreground IP' worksheet for those IP items

Will new Foreground IP be generated during the execution of the quoted scope of work? Yes No

If yes, state particulars by completing the 'Foreground IP' worksheet for each IP item. Indicate each IP item as a separate line.

This completed form, along with all additional information, as requested above where relevant, populated on the KD27 Spreadsheet, have to be attached to the bid.

WITNESSES:

1 _____

2 _____

SIGNATURES OF BIDDER(S)

DATE:

ADDRESS:

ANNEXURE 1 TO KD24

DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (if Applicable):	
Registration Number:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

ANNEXURE 1 TO KD24

3. I hereby declare under Oath that:

- The Enterprise has _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black people living with disabilities % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R5,000,000.00 (Five Million Rands) or less
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition)	
At Least 51% Black Owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Commissioner of Oaths	Deponent
Signature and Stamp	
	Signature _____
Date _____	Date _____

DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

ANNEXURE 2 TO KD24

3. I hereby declare under Oath that:

- The Enterprise has _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black people living with disabilities % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R5,000,000.00 (Five Million Rands) to R50,000,000.00 (Fifty Million Rands)
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition)	
At Least 51% Black Owned	Level Two (125% B-BBEE procurement recognition)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Commissioner of Oaths	Deponent
Signature and Stamp	
	Signature
Date	Date

Issued in terms of the Defence Sector Code (Gazette 42391 - 12 April 2019)

ANNEXURE 1 TO KD25

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ARMSCOR					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT :					
ARMSCOR BID BOX VISITORS ENTRANCE (BLOCK 8), 370 NOSSOB STREET,					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms LM van Niekerk		CONTACT PERSON	Ms LM van Niekerk	
TELEPHONE NUMBER	012 428 2037		TELEPHONE NUMBER	012 428 2037	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	lindavn@armscor.co.za		E-MAIL ADDRESS	lindavn@armscor.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

ANNEXURE 1 TO KD25

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....



RFB NR R&D/IMT-2022/034 ANNEXURE A

To provide Heating, Ventilation and Air Conditioning (HVAC) scheduled maintenance and ad-hoc repairs for the period of 36 months at the Institute for Maritime Technology

SUMMARY: THIS DOCUMENT CONTAINS THE STATEMENT OF WORK TO PROVIDE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SCHEDULED MAINTENANCE AND AD-HOC REPAIRS FOR THE PERIOD OF 36 MONTHS AT THE INSTITUTE FOR MARITIME TECHNOLOGY, A DIVISION OF ARMSCOR SOC LTD, IMT BUILDING IN SIMON'S TOWN

1. **PURPOSE**

- 1.1 The Institute for Maritime Technology (IMT), a Division of Armscor SOC Ltd, has a requirement for Heating, Ventilation and Air Conditioning (HVAC) scheduled maintenance and ad-hoc repairs for the 36 months.

1.2 **APPLICABLE DOCUMENTS**

- Annexure A: Statement of Work
Annexure B: HVAC Critical Criteria
Annexure C: Compliance Declaration

SANS Standards, including but not limited to:

- a) SANS 347: 2012 (edition 2) "Categorization and conformity assessment criteria for all pressure equipment".
- b) SANS 10147: 2014 (edition 5) "Refrigeration systems including plants associated with air conditioning systems".
- c) SANS 204: 2011 and SANS 10400XA: 2021 "Energy efficiency in buildings".

2. **SERVICE SCHEDULE**

The preventative maintenance service schedule as indicated in Annexures 1 to 10 attached shall be carried out on the entire HVAC system. Services shall be conducted quarterly (3-monthly), with one (1) of the four (4) services per year being a major annual service.

Note that this will exclude all split-unit air-conditioning systems in the IMT Building which will be addressed under a separate contract.

3. **REPORTING & CONFIGURATION MANAGEMENT**

For each service a report shall be generated on the work executed (service report), as well as the identification of remaining issues and detailed recommendations to address these issues.

Where applicable, design / configuration changes shall be red-lined on applicable drawings. Where there is no specific drawing available or red-lining is not feasible, a new drawing shall be created.

4. **CERTIFICATES OF CONFORMITY**

On completion of the installation, repair, modification and/or maintenance of a gas appliance, system or air conditioner / refrigeration unit, a Certificate of Conformity (CoC) must be issued by the Practitioner.

Note that if the work is not carried out in terms of the Pressure Equipment Regulations and relevant SANS Standards, it is deemed to be unauthorized and illegal.

5. **WARRANTY**

The Bidder shall provide at least 12 months repair warranty or as directed by the OEM.

6. SAFETY, HEALTH & ENVIRONMENTAL (SHE) REGULATIONS

The successful bidder shall be required to complete an Oath of Non-Disclosure, 37.2 Occupational Health and Safety and Contractor Appointment Letter (5)(1)(k) agreements before work commence on site.

The contractor shall provide and maintain a SHE File for the duration of the contract. The safety file shall be submitted within 7 days after order placement or order acceptance.

Any staff arriving on site must always have Personal Protective Equipment (PPE) on them, e.g. safety glasses, ear protection, breathing mask, hard hat, gloves, high-visibility vest, safety boots and harness to be used as and when needed.

The HVAC system is required to function in a safe and healthy manner according to the various and applicable legal health and safety regulations.

7. SPECIALISED TOOLS

It is expected that the contractor has the following specialised tools in inventory to successfully execute the scope of work:

- a. Refrigerant Recovery Unit (responsible refrigerant maintenance)
- b. Infrared Camera (predictive maintenance)
- c. Anemometer (air flow measurements)
- d. Carbon Dioxide Tester (air quality measurements)
- e. Bore-Scope Camera (duct inspections)
- f. Fever Screening Instrument (for own staff)

8. MATERIAL

Note that all existing items replaced and materials used remain the property of IMT, not to be removed off-site, unless stated otherwise.

9. WATER TREATMENT

HVAC Plant Water Testing and Treatment is required for the Chilled-Ring-Main Water and the Condenser / Cooling Tower Water. This includes the scheduled maintenance / servicing of the HVAC Treatment System (ImproChem).

Monthly monitoring, testing and treatment will include:

- a. Corrosion Inhibitors - Neutralize acidity and protect metal components.
- b. Algaecides and Biocides - Reduce the growth of microbes and biofilms.
- c. Scale Inhibitors - Prevent contaminants from forming scale deposits

Measurements of the water's pH, alkalinity, hardness and conductivity will establish a baseline. Levels of the following will be monitored and regulated:

- a. Alkalinity - Dictate potential of calcium carbonate scale.
- b. Chlorides - Can be corrosive to metals.
- c. Hardness - Contributes to scale in the cooling tower and on heat exchangers.
- d. Iron - When combined with phosphate, iron can foul equipment.
- e. Organic Matter - Promotes microorganism growth, which can lead to fouling, corrosion, and other system issues.
- f. Silica - Known for causing hard scale deposits.
- g. Sulphates - Like chlorides, can be extremely corrosive to metals.
- h. Total Dissolved Solids (TDS) - Contribute to scaling, foaming, and/or corrosion.
- i. Totals Suspended Solids (TSS) - Undissolved contaminants can cause scaling, biofilms, and/or corrosion.

The Water Treatment may be subcontracted by the Bidder. The supplier of the treatment service shall be SABS ISO 9001 registered, and tests, treatment and service shall be in accordance to DOL (Department of Labour) and Occupational Health and Safety practices.

Products used shall be SABS approved, and MSD (Material Safety Data) sheets shall be provided for all chemicals utilised.

10. SITE VISIT / BRIEFING

A compulsory Site Visit / Briefing will be scheduled for prospective Bidders.

All potential Bidders are required to arrive 30 minutes before starting time, late arrivals will not be allowed access to the premises after the meeting started.

11. QUOTATIONS

Prospective bidders shall provide a **fully itemised quotation/proposal** as per the line **items (items 4 to 14)** contained in the Statement of Work (SOW) in paragraph 13.

12. CRITICAL CRITERIA

Critical criteria requirements are listed separately in Annexure B.

13. STATEMENT OF WORK

Contractor SOW	
Financial Year (FY) 2023/24, 2024/25 and 2025/26	
1	<u>Scheduled Services required for the 36 months:</u> a. Provide for quarterly services of the HVAC system (with one of the quarterly services per year being a major annual service) as further detailed in Annexures 1 to 10 of this SOW. b. A HVAC annual service in the current contract, will be completed in March 2023 for FY2022/23. Thus the new contract requiring four (4) services for FY2023/24 until FY2025/26, nominally i. April (quarterly service) for FY23/24,24/25 and 25/26 ii. July (annual service) for FY23/24,24/25 and 25/26 iii. October (quarterly service) for FY23/24,24/25 and 25/26 iv. January (quarterly "major" service) for FY23/24,24/25 and 25/26
2	<u>Monthly Water Treatment required for the 36 months:</u> a. Provide for monthly test, treatment, maintenance and service of the HVAC Chilled-Ring-Main Water, Condenser / Cooling Tower Water and associated treatment equipment. b. Monthly activities to be planned for Financial Year 2023/24 from April 2023 to March 2026.
3	<u>Unforeseen Corrective Repairs Ad-hoc Tasking for the 36 months:</u> a. A ceiling amount of R480 000-00 excluding VAT shall be allocated under this item for unforeseen corrective repairs not catered for as part of a scheduled service. b. Tasks will be approved on a Works Authority basis.
Financial Year 2023/24	
4	<u>Scheduled Services for 12 months' period:</u> a. Provide for quarterly services of the HVAC system (with one of the quarterly services per year being a major annual service) as further detailed in Annexures 1 to 10 of this SOW. b. Require four (4) services, nominally for FY2023/24

5	<u>Monthly Water Treatment (FY2023/24):</u> a. Provide for monthly test, treatment, maintenance and service of the HVAC Chilled-Ring-Main Water, Condenser / Cooling Tower Water and associated treatment equipment as outlined in paragraph 9 above. b. Monthly activities to be planned for FY2023/24.																																							
6	<u>Replace Air Filters (FY2023/24):</u> Replace all air filters <table><tr><th>Item Code</th><th>Item Description</th><th>Quantity</th></tr><tr><td>WPF50/CUSTOM 632 X 495 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>15.00</td></tr><tr><td>WPF50/CUSTOM 550 X 500 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>12.00</td></tr><tr><td>WPF50/CUSTOM 645 X 400 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>4.00</td></tr><tr><td>WPF50/CUSTOM 545 X 625 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>2.00</td></tr><tr><td>WPF50/CUSTOM 530 X 500 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>6.00</td></tr><tr><td>WPF50/CUSTOM 650 X 400 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>4.00</td></tr><tr><td>WPF50/CUSTOM 395 X 645 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>4.00</td></tr><tr><td>WPF50/CUSTOM 535 X 500 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>6.00</td></tr><tr><td>WPF50/CUSTOM 622 X 545 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>2.00</td></tr><tr><td>WPF50/CUSTOM 545 X 625 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>2.00</td></tr><tr><td>WPF50/CUSTOM 645 X 395 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>4.00</td></tr><tr><td>WPF50/600/600/50 600 x 600 x 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>2.00</td></tr></table>	Item Code	Item Description	Quantity	WPF50/CUSTOM 632 X 495 X 48	STANDARD WASHABLE PANEL FILTER	15.00	WPF50/CUSTOM 550 X 500 X 48	STANDARD WASHABLE PANEL FILTER	12.00	WPF50/CUSTOM 645 X 400 X 48	STANDARD WASHABLE PANEL FILTER	4.00	WPF50/CUSTOM 545 X 625 X 48	STANDARD WASHABLE PANEL FILTER	2.00	WPF50/CUSTOM 530 X 500 X 48	STANDARD WASHABLE PANEL FILTER	6.00	WPF50/CUSTOM 650 X 400 X 48	STANDARD WASHABLE PANEL FILTER	4.00	WPF50/CUSTOM 395 X 645 X 48	STANDARD WASHABLE PANEL FILTER	4.00	WPF50/CUSTOM 535 X 500 X 48	STANDARD WASHABLE PANEL FILTER	6.00	WPF50/CUSTOM 622 X 545 X 48	STANDARD WASHABLE PANEL FILTER	2.00	WPF50/CUSTOM 545 X 625 X 48	STANDARD WASHABLE PANEL FILTER	2.00	WPF50/CUSTOM 645 X 395 X 48	STANDARD WASHABLE PANEL FILTER	4.00	WPF50/600/600/50 600 x 600 x 48	STANDARD WASHABLE PANEL FILTER	2.00
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7	<u>Unforeseen Corrective Repairs Ad-hoc Tasking (FY2023/24):</u> a. A ceiling amount of R200 000-00 excluding VAT shall be allocated under this item for unforeseen corrective repairs not catered for as part of a scheduled service. b. Tasks will be approved on a Works Authority basis.																																							

Financial Year 2024/25	
8	<u>Scheduled Services (FY2024/25):</u> a. Provide for quarterly services of the HVAC system (with one of the quarterly services per year being a major annual service) as further detailed in Annexures 1 to 10 of this SOW. b. Require four (4) services, nominally for FY2024/25
9	<u>Monthly Water Treatment (FY24/25):</u> a. Provide for monthly test, treatment, maintenance and service of the HVAC Chilled-Ring-Main Water, Condenser / Cooling Tower Water and associated treatment equipment. b. Monthly activities to be planned for FY2024/25.
10	<u>Unforeseen Corrective Repairs Ad-hoc Tasking (FY2024/25):</u> a. A ceiling amount of R160 000-00 excluding VAT shall be allocated under this item for unforeseen corrective repairs not catered for as part of a scheduled service. b. Tasks will be approved on a Works Authority basis.
Financial Year 2025/26	
11	<u>Scheduled Services (FY2025/26):</u> a. Provide for quarterly services of the HVAC system (with one of the quarterly services per year being a major annual service) as further detailed in Annexures 1 to 10 of this SOW. b. Require four (4) services, nominally for FY2025/26
12	<u>Monthly Water Treatment (FY2025/26):</u> a. Provide for monthly test, treatment, maintenance and service of the HVAC Chilled-Ring-Main Water, Condenser / Cooling Tower Water and associated treatment equipment. b. Monthly activities to be planned for FY2025/26.

13	<u>Replace Air Filters (FY2025/26):</u> <table><tr><th>Item Code</th><th>Item Description</th><th>Quantity</th></tr><tr><td>WPF50/CUSTOM 632 X 495 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>15.00</td></tr><tr><td>WPF50/CUSTOM 550 X 500 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>12.00</td></tr><tr><td>WPF50/CUSTOM 645 X 400 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>4.00</td></tr><tr><td>WPF50/CUSTOM 545 X 625 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>2.00</td></tr><tr><td>WPF50/CUSTOM 530 X 500 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>6.00</td></tr><tr><td>WPF50/CUSTOM 650 X 400 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>4.00</td></tr><tr><td>WPF50/CUSTOM 395 X 645 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>4.00</td></tr><tr><td>WPF50/CUSTOM 535 X 500 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>6.00</td></tr><tr><td>WPF50/CUSTOM 622 X 545 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>2.00</td></tr><tr><td>WPF50/CUSTOM 545 X 625 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>2.00</td></tr><tr><td>WPF50/CUSTOM 645 X 395 X 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>4.00</td></tr><tr><td>WPF50/600/600/50 600 x 600 x 48</td><td>STANDARD WASHABLE PANEL FILTER</td><td>2.00</td></tr></table>	Item Code	Item Description	Quantity	WPF50/CUSTOM 632 X 495 X 48	STANDARD WASHABLE PANEL FILTER	15.00	WPF50/CUSTOM 550 X 500 X 48	STANDARD WASHABLE PANEL FILTER	12.00	WPF50/CUSTOM 645 X 400 X 48	STANDARD WASHABLE PANEL FILTER	4.00	WPF50/CUSTOM 545 X 625 X 48	STANDARD WASHABLE PANEL FILTER	2.00	WPF50/CUSTOM 530 X 500 X 48	STANDARD WASHABLE PANEL FILTER	6.00	WPF50/CUSTOM 650 X 400 X 48	STANDARD WASHABLE PANEL FILTER	4.00	WPF50/CUSTOM 395 X 645 X 48	STANDARD WASHABLE PANEL FILTER	4.00	WPF50/CUSTOM 535 X 500 X 48	STANDARD WASHABLE PANEL FILTER	6.00	WPF50/CUSTOM 622 X 545 X 48	STANDARD WASHABLE PANEL FILTER	2.00	WPF50/CUSTOM 545 X 625 X 48	STANDARD WASHABLE PANEL FILTER	2.00	WPF50/CUSTOM 645 X 395 X 48	STANDARD WASHABLE PANEL FILTER	4.00	WPF50/600/600/50 600 x 600 x 48	STANDARD WASHABLE PANEL FILTER	2.00
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14	<u>Unforeseen Corrective Repairs Ad-hoc Tasking (FY2025/26):</u> a. A ceiling amount of 120 000-00 excluding VAT shall be allocated under this item for unforeseen corrective repairs not catered for as part of a scheduled service. b. Tasks will be approved on a Works Authority basis.																																							

14. **INTELLECTUAL PROPERTY**

Foreground intellectual property (IP) emanating because of designing and configuration changes, as well as any rights, which may in future arise from any improvements thereto, shall be deemed to be foreground IP, and all rights thereto shall be vested in Armscor.

ANNEXURE 1: AIR HANDLING UNITS

AIR HANDLING UNITS:		
ITEM	QUARTERLY (3 x MONTHLY) SERVICE WORK DESCRIPTION	COMMENTS
1.	Report to client and obtain complaints list (if any)	
2.	Check air filters and wash clean and disinfect	
3.	Refit air filters and check seals for air bypass	
4.	Inspect AHU unit for signs of bacterial infection	
5.	Spray unit with anti-bacterial and anti-virus disinfecting chemical	
6.	Check for imbalance, abnormal noise, vibration and air leaks	
7.	Check controller setting & operation	
8.	Check heater operation (where fitted)	
9.	Check over-heat stat and air flow switch safety switches operation.	
10.	Record motor running amps (each phase)	Amps:
11.	Record voltage (each phase)	Voltage:
12.	Check drive belts for correct tension & alignment (where fitted)	
13.	Check belt guard	
14.	Check operation of chilled water modulating valve	
15.	Check for any signs of heater failure or overheating	
16.	Check that condensate drains away	
17.	Record temperature of motor and all bearings with laser sensor	°C:
18.	Check overload setting	
19.	Oil /grease bearings if required	
20.	Check flexible duct connection for air leaks	
21.	Check drip tray & drain, check trap seal	
22.	Check for corrosion on coil, frame and panels	
23.	Check for water carry over from drip tray	
24.	Check panels & insulation for leaks / damage	
25.	Check attached ducting for Sonic lining tears via access panels	
26.	Check chilled water piping connections for damage / leaks	
27.	Check outside air intakes / weather louvres	
28.	Check and record supply and return air temperatures	°C:
29.	Check and record supply and return chilled water temperatures	°C:
30.	Take picture of AHU coil and fan motor with infra-red camera	

ANNUAL SERVICE WORK DESCRIPTION (Includes 3 monthly work)		COMMENTS
31.	Clean fan blades / impeller & check for corrosion	
32.	Tighten grub screws on pulleys & impeller	
33.	Clean coil with medium pressure spray	
34.	Exercise all valves - fully open / close chilled water isolating valves and return to normal (to avoid seizure in one position).	
35.	Rectify any gland leaks that may occur from exercising valves	
36.	Check condition of pipework thermal insulation (especially where exposed to weather)	
37.	Check all unit supports and mountings	

GENERAL:

- The unit will be thoroughly inspected, serviced, cleaned and disinfected.
- A complete report with diagnosed faults will be handed in after the inspection.
- Quotations for any repairs and / or replacement of faulty parts will be attached to the final report.

ANNEXURE 2: ALL PUMPS – CHILLED WATER & CONDENSOR WATER

ALL PUMPS – CHILLED WATER AND CONDENSOR WATER:		
ITEM	QUARTERLY (3 x MONTHLY) SERVICE WORK DESCRIPTION	COMMENTS
1.	Report to client and obtain complaints list (if any)	
2.	Record operating hours	
3.	Check controller for alarm conditions & follow up	
4.	Check all gauges for proper operation	
5.	Check for imbalance, abnormal noise or vibration	
6.	Check shaft seal for leakage	
7.	Record motor running amps (each phase)	Amps:
8.	Record voltage (each phase)	Voltage:
9.	Log discharge pressure (shut gauge cock after reading)	kPa:
10.	Log suction pressure (shut gauge cock after reading)	kPa:
11.	Record temperature of motor with laser sensor	°C:
12.	Record temperature of terminal box with laser sensor	°C:
13.	Record temperature of bearings with laser sensor	°C:
14.	Check overload setting	
15.	Oil / grease bearings if required	
16.	Clean drip tray and drain pipe	
17.	Check water drains away from drip tray	
18.	Inspect for corrosion and touch up paint where necessary	
19.	Check flexible couplings for cracks / bulging	
20.	Check all bearings (pumps and motors)	
21.	Check coupling guard is secure	
22.	Check pump electrical isolator is in good working order	
23.	Exercise all valves - fully & open / close all condenser water, chilled water isolating valves and return to normal position	
24.	Rectify any gland leaks that may occur from exercising valves	
25.	Check pump / motor base mountings / anti-vibration springs	
26.	Take Infra-red picture of each pump and motor	

	ANNUAL SERVICE WORK DESCRIPTION (Include 3 Monthly work)	COMMENTS
27.	Open, inspect and clean strainers	
28.	Check flanges and couplings for tightness / leaks	
29.	Check alignment of couplings	

GENERAL:

- Each pump and motor unit will be thoroughly inspected, serviced, cleaned and disinfected.
- A complete report with diagnosed faults will be handed in after the inspection.
- Quotations for any repairs and / or replacement of faulty parts will be attached to the final report.

ANNEXURE 3: CAREL DIGITAL CONTROLLERS & BUILDING MONITORING SYSTEM

CAREL DIGITAL CONTROLLERS AND BUILDING MONITORING SYSTEM:		
ITEM	QUARTERLY (3 x MONTHLY) SERVICE WORK DESCRIPTION	COMMENTS
1.	Report to client and obtain complaints list (if any)	
2.	Check transformer voltages in and out	
3.	Check all relays are operating correctly	
4.	Check controller settings, operation & alarm	
5.	Analyze any faults recorded by controller	
6.	Check BMS for any alarms and correct operation	

ANNUAL SERVICE WORK DESCRIPTION (Include 3 monthly work)		COMMENTS
7.	Tighten all terminals	
8.	Check calibration of all sensors for digital & analogue controls	
9.	Review loading programs & setting for digital controls	

GENERAL:

- Only an CAREL authorized serviced dealer must conduct service work on this equipment.
- The Carel controls will be thoroughly inspected, serviced and cleaned
- A complete report with diagnosed faults will be handed in after the inspection.
- Quotations for any repairs and / or replacement of faulty parts will be attached to the final report.

ANNEXURE 4: CHILLED WATER EXPANSION / MAKE-UP TANK

CHILLED WATER EXPANSION / MAKE UP TANK:		
ITEM	QUARTELY (3 x MONTHLY) SERVICE WORK DESCRIPTION	COMMENTS
1.	Inspect outside of tank for leaks	
2.	Check operation of float valve	
3.	Clean out the inside of the tank (where possible)	
4.	Check tank and tank inspection cover is securely fixed in place	
5.	Exercise all valves - fully open / close make-up and isolating valves & return to normal position (to avoid seizure in one position).	
6.	Rectify any gland leaks that may occur from exercising valves	

GENERAL:

- The tank will be thoroughly inspected, serviced and cleaned.
- A complete report with diagnosed faults will be handed in after the inspection.
- Quotations for any repairs and / or replacement of faulty parts will be attached to the final report.

ANNEXURE 5: COOLING TOWER

COOLING TOWER:		
ITEM	QUARTERLY (3 x MONTHLY) SERVICE WORK DESCRIPTION	COMMENTS
1.	Report to client and obtain complaints list (if any)	
2.	Record Operating hours (where possible)	
3.	Check Carel controller and VSD for alarm conditions & follow up	
4.	Visually check and inspect Cooling Tower for any water leaks	
5.	Visually check and inspect Cooling Tower for any corrosion	
6.	Check for imbalance, abnormal noise or vibration	
7.	Check all gauges for proper operation	
8.	Record condenser water inlet temperature	°C:
9.	Record condenser water outlet temperature	°C:
10.	Record condenser water inlet pressure	kPa:
11.	Record condenser water outlet pressure	kPa:
12.	Drain tower and clean sump and sump strainer	
13.	Check & adjust sump water level	
14.	Test operation of make-up float valve	
15.	Check operation of bleed-off valve and overflow	
16.	Inspect and clean spray nozzles	
17.	Inspect and clean eliminators	
18.	Sweep to full bore any water accumulating on yard floor	
19.	Record temperature of motors and bearings with laser sensor	°C :
20.	Check V-belts / drive belts for correct tension and alignment	
21.	Oil / grease bearings if required	
22.	Record motor running amps	Amps:
23.	Record voltage (each phase)	Voltage:
24.	Check overloads	
25.	Exercise all valves - fully open / close all isolating valves and return to normal position (to avoid valve seizure in one position)	
26.	Rectify any gland leaks that may occur from exercising valves	
27.	Check and test full bore drain for blockages	
28.	Take Infra-red picture of Cooling Tower while running	

ANNUAL SERVICE WORK DESCRIPTION (Including 3 monthly above)		COMMENTS
29.	Clean fan blades / impellers	
30.	Meg-Ohm test motor windings	
31.	Check & recalibrate any safety controls	
32.	Tighten all starter and control terminals	
33.	Check all flanges for tightness & tighten where necessary	
34.	Check and inspect operation of water treatment plant	
35.	Liase with water treatment company that all water analysis tests up to date	

GENERAL:

- The unit will be thoroughly inspected, serviced, cleaned and disinfected.
- A complete service report with any diagnosed faults will be handed in after the inspection.
- Quotations for any repairs and / or replacement of faulty parts will be attached to the final report.

ANNEXURE 6: DAIKIN WATER-COOLED CHILLER

DAIKIN WATER COOLED CHILLER:		
ITEM	QUARTELY (3 x MONTHLY) SERVICE WORK DESCRIPTION	COMMENTS
1.	Report to client and obtain complaints list (if any)	
2.	Record Operating hours	
3.	Check controller for alarm conditions & follow up	
4.	Check all gauges for proper operation	
5.	Check for abnormal sounds & vibration	
6.	Record condenser water inlet temperature	°C:
7.	Record condenser water outlet temperature	°C:
8.	Record condenser water inlet pressure	kPa:
9.	Record condenser water outlet pressure	kPa:
10.	Record chilled water inlet temperature	°C:
11.	Record chilled water outlet temperature	°C:
12.	Record chilled water inlet pressure	kPa:
13.	Record chilled water outlet pressure	kPa:
14.	Record refrigerant condensing pressure	kPa:
15.	Record refrigerant suction pressure	kPa:
16.	Record oil pressure	kPa:
17.	Record amperages (each phase)	Amps:
18.	Record voltage (each phase)	Voltage:
19.	Check oil & refrigerant charge for each circuit	
20.	Check for refrigerant leaks	
21.	Analyze pressure drops for possible heat exchanger fouling / blockages	
22.	Check loading/unloading operation of cooling stages	
23.	Check the operation of safety controls	
24.	Check control panel and starter for wear	
25.	Check crankcase heater	
26.	Check refrigerant for moisture	
27.	Check & recalibrate safety controls	
28.	Take Infra-red picture of each circuit and electrical panel	

	ANNUAL SERVICE WORK DESCRIPTION (Includes 3 Monthly work)	COMMENTS
29.	Check all flanges for tightness & tighten where necessary	
30.	Tighten all starter and control terminals	
31.	Open condenser, inspect and clean condenser tubes if required	
32.	Take oil sample for analysis	
33.	Meg-Ohm test motor windings	
34.	Exercise all isolating valves and return to normal position (to avoid seizure in one position).	
35.	Rectify any gland leaks that may occur from exercising valves	

GENERAL:

- The unit will be thoroughly inspected, serviced, cleaned and disinfected.
- A complete report with diagnosed faults will be handed in after the inspection.
- Quotations for any repairs and / or replacement of faulty parts will be attached to the final report.

ANNEXURE 7: PLANT ROOMS

PLANT ROOMS:		
ITEM	QUARTELY (3 x MONTHLY) SERVICE WORK DESCRIPTION	COMMENTS
1.	Clean and sweep all plant rooms	
2.	Check plantroom lighting and report any faulty lights	
3.	Check for any signs of water leakage or oil on plant room floor	
4.	Check all plant room full bore drains are not blocked and water drains away easily	
5.	Check all piping, cables and ducting in plant room is securely fixed.	
6.	Check all ducting and piping for corrosion	
7.	Check water treatment station is operational	
8.	Check for any signs that birds are entering plantroom	
9.	Check all weather louvers in plantroom for corrosion / broken blades	

GENERAL:

- Each plant room thoroughly inspected and cleaned.
- A complete report with diagnosed faults will be handed in after the inspection.
- Quotations for any repairs and / or replacement of faulty parts will be attached to the final report.

ANNEXURE 8: RETURN AIR FANS, CANTEEN & TOILET EXTRACTION FANS

RETURN AIR FANS, CANTEEN & TOILET EXTRACTION FANS:		
ITEM	QUARTERLY (3 x MONTHLY) SERVICE WORK DESCRIPTION	COMMENTS
1.	Report to client and obtain complaints list (if any)	
2.	Inspect unit (ducting especially) for signs of bacterial infection	
3.	Spray canteen and toilet extraction units and ducting with anti-bacterial / anti-virus disinfecting chemicals (Not RA Fans & ducting)	
4.	Check for imbalance, abnormal noise or vibration	
5.	Check controller setting & operation	
6.	Record motor running amps (each phase)	Amps:
7.	Record voltage (each phase)	Voltage:
8.	Check drive belts for correct tension & alignment (where fitted)	
9.	Check belt guard	
10.	Record temperature of motor with laser sensor	°C:
11.	Record temperature of bearings with laser sensor	°C:
12.	Check all bearings	
13.	Oil /grease bearings if required	
14.	Check overload setting where possible and if fitted.	
15.	Check flexible duct connection for leaks (where fitted)	
16.	Clean fan impeller	
17.	Check for corrosion	
18.	Check all unit supports and mountings	

ANNUAL SERVICE WORK DESCRIPTION (Include 3 monthly work)		COMMENTS
19.	Take infrared picture of each fan motor or sealed fan unit running	
20.	Check all weather louvres / intakes / outlets	
21.	Tighten grub screws on pulleys & impeller (where possible)	

GENERAL:

- Every unit will be thoroughly inspected, serviced, cleaned and disinfected.
- A complete report with diagnosed faults will be handed in after the inspection.
- Quotations for any repairs and / or replacement of faulty parts will be attached to the final report.

ANNEXURE 9: ELECTRICAL PANELS & SWITCHGEAR

ELECTRICAL PANELS AND SWITCHGEAR:		
ITEM	QUARTERLY (3 x MONTHLY) SERVICE WORK DESCRIPTION	COMMENTS
1.	Report to client and obtain complaints list (if any)	
2.	Check for noisy contactors, faulty contactors & overheating	
3.	Check for any signs or burnt or damaged wiring	
4.	Check for any tripped circuit breakers or blown fuses	
5.	Check indicating / pilot lamps and globes	
6.	Check time clock setting	
7.	Check controller setting, operation & alarm	
8.	Analyze any faults recorded by controllers	
9.	Check operation of current valves for heaters (where fitted)	
10.	Record total amps (each phase)	Amps:
11.	Record input voltage (each phase)	Voltage:
12.	All Volt meters and Amp meters to be checked for accuracy	
13.	Check the operation of safety controls & interlocks	
14.	Check all overload settings	
15.	Clean inside and outside of panel	
16.	Check door seals for dust-tightness	
17.	Check panel door handles in good working order	
18.	Clean outside of panel & touch up any corrosion damage	
19.	Star / Delta Delay Timer delays to be checked	
20.	Check Cooling Towers Variable Speed Drives	
21.	Take infra-red picture of every panel internals and check for hotspots	

ANNUAL SERVICE WORK DESCRIPTION (Include 3 monthly work)		COMMENTS
22.	Tighten all terminals	
23.	Check calibration of sensor for digital & analogue controls	
24.	Review loading programs & setting for digital controls	

GENERAL:

- Only a qualified electrician must conduct service work on this equipment.
- The electrical panels will be thoroughly inspected, serviced and cleaned
- A complete report with diagnosed faults will be handed in after the inspection.
- Quotations for any repairs and / or replacement of faulty parts will be attached to the final report.

ANNEXURE 10: UNIT / EQUIPMENT AMOUNTS

TYPE OF UNITS / EQUIPMENT	TOTAL AMOUNT OF UNITS
AIR HANDLING UNITS	12
PUMPS (2 x Condenser Pumps and 2 x Chilled Water Pumps)	4
CAREL CONTROLLERS (10 of) + 1 x CAREL BMS (1 of)	11
CHILLED WATER MAKE-UP / EXPANSION TANK	1
COOLING TOWERS	2
RETURN AIR FANS	12
TOILET EXTRACTION FANS	7
CANTEEN EXTRACTION FANS (Excludes main Kitchen extraction fan)	3
DAIKIN WATER-COOLED CHILLER	1
PLANTROOMS	6
DISTRIBUTION / SWITCH BOARDS (3 x Large DBs + 3 x Medium DBs)	6

Air Handling Units:

- AHU No. 1 (2nd Floor Plant Room)
- AHU No. 2 (2nd Floor Plant Room)
- AHU No. 3 (War Games Area)
- AHU No. 4 (Auditorium Area)
- AHU No. 5 (Next to Cafeteria Area)
- AHU No. 6 (Ground Floor Area)
- AHU No. 7 (Ground Floor - Chiller Plant Room Area)
- AHU No.8 (Ground Floor - Chiller Plant Room Area)
- AHU No. 9 (Ground Floor (Foyer) Chiller Plant Room Area)
- AHU No. 10 (2nd Floor – Plant Room Area)
- AHU No. 11 (Old Clean Room near Mechanical Workshop)
- AHU No. 12 (Mechanical Workshop)

RFB Nr R&D/IMT-2022/034 ANNEXURE B

Critical Criteria (page 1 of 3)

NOTE: Failure by a Bidder to comply with any of these critical criteria requirements will result in immediate disqualification from the evaluation process. The onus is thus on the Bidder to submit clear proof of compliance for each and every critical criterion with the Bid / Proposal.

- 1.) The Bidder shall be required to attend a compulsory Bidders' Briefing where the Bidders will be exposed to the IMT facility; failure to do so shall result in automatic disqualification.

Proof of Compliance 1: The Bidder shall sign IMT attendance register which shall be used for the evaluation of compliance with the critical criteria.

- 2.) The Bidder's technicians working on site shall be appropriately (competent & valid) registered as gas practitioners with South African Qualification and Certification Committee Gas (SAQCC - Gas).

Proof of compliance 2: The Bidder shall **supply proof of SAQCC** Authorised Practitioner cards of all personnel intended to conduct the work and submit it with the Bid / Proposal; failure to do so shall result in disqualification.

- 3.) The Bidder's Bidder's senior staff on site shall at the minimum include 1 x Category 6 (Level B) certified staff.

Proof of Compliance 3: The Bidder shall **supply proof of SAQCC** Authorised Practitioner cards of all personnel intended to conduct the work and submit it with the Bid / Proposal; failure to do so shall result in disqualification.

- 4.) The Bidder's staff shall include an appropriately experienced Professional Engineer or Professional Technologist [registered with the Engineering Council of South Africa (ECSA) or equivalent professional body] to sign off Certificates of Conformance.

Proof of Compliance 4: The Bidder shall provide a brief CV of the Professional Engineer / Professional Technologist including qualifications, proof of registration with

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a professional body (e.g. ECSA) **and** relevant experience and submit it with the Bid / Proposal; failure to do so shall result in disqualification.

- 5.) The Bidder's staff shall include a Trade-Tested Electrician with valid Installation Electrician (or Master Electrician) inspector licence and registered with the Department of Labour as an electrical contractor.

Proof of compliance 5: The Bidder shall supply proof of licence / registration with the Bid / Proposal; failure to do so shall result in disqualification.

- 6.) The Bidder shall provide at least two (2) contactable company references / testimonials (from clients within South Africa) on the client's company letterhead confirming the Bidder rendered or is rendering similar work / services to this company / these companies.

Proof of Compliance 6: The Bidder shall provide proof of references (letter from at least 2 clients) on the client's company letterhead and submit it with the completed RFB / Bid / Proposal document which shall be used for the evaluation of compliance; failure to do so shall result in disqualification.

- 7.) The Bidder shall provide local support within the Cape Town Metropole.

Proof of Compliance 7: The Bidder shall provide proof by means of a letter issued by their head office indicating that they have an established branch in the greater Cape Town Metropole area capable of providing maintenance / guarantee support for the HVAC system at the IMT premises; failure to do so shall result in disqualification.

- 8.) The Bidder shall provide a fully itemised quotation (items 4-14) on the KD17 form in line with paragraph 13 of IMT's Scope of Work (SOW), as attached in Annexure A of the RFB document.

Proof of Compliance 8: The Bidder shall submit an itemised proposal for items 4 to 14 as per the Scope of Work in Annexure A paragraph 13 and submit this with the completed RFB document, which shall be used for evaluation of compliance with the SOW; the completed KD17-FORM must also be submitted. Failure to do so shall result in disqualification.

- 9.) The Bidder shall be in good standing with the Compensation Commissioner.

Proof of Compliance 9: The Bidder shall submit a copy of the valid/in date Letter of Good Standing from the Compensation Commissioner as prescribed by section 89 of the Compensation for Occupational Injuries and Diseases Act, 1993.

- 10.) The Bidder shall confirm the capability and available resources to comply fully with the Scope of Work as per Annexure A.

Proof of Compliance 10: The Bidder shall complete and sign Annexure C "Declaration of Conformity and Compliance with the Scope of Work Requirements"; and submit this with the completed RFB document, failure to do so shall result in disqualification.

RFB Nr R&D/IMT-2022/034 ANNEXURE C

DECLARATION OF CONFORMITY AND COMPLIANCE WITH THE SCOPE OF WORK REQUIREMENTS IN ANNEXURE A

The Offeror must complete the following table to confirm compliance with the **SCOPE OF WORK REQUIREMENTS IN ANNEXURE A**.

Non-compliance with the Scope of Work (SOW) requirements in Annexure A will invalidate the received offer/Bid. The offeror must submit this document with the completed RFB proposal.

I, (name and surname)

the(position).....

of (company name)

Declare that I/we comply with the stated **requirements in Annexure A of RFB document**.

I/we, the undersigned, declare that:

We have examined and declare that I/we comply and have no reservations

(a) As described in **Annexure A**.

(b) We undertake, if our Bid is accepted, to deliver the goods and services in accordance with the delivery schedule specified in the KD document.

Signature..... Date

VALUE SYSTEM

RFB Nr: R&D/IMT-2022/034

REQUEST FOR: TO PROVIDE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SCHEDULED MAINTENANCE AND AD-HOC REPAIRS FOR THE PERIOD OF 36 MONTHS AT THE INSTITUTE FOR MARITIME TECHNOLOGY (IMT)

This Value System must be used for evaluation purposes, based on the 80/20 preference point system.

1. Allocation of points are on the following basis:

The expected value of the tender is below or equal to R 50 000 000 and the value system to be used is therefore:

- **Price:** 80
- **BBBEE** 20

2. PREFERENTIAL PROCUREMENT REGULATION REQUIREMENTS

Refer Preferential Procurement Policy Framework Act, 2000; Preferential Procurement Regulations, GNR 32 of 20 January 2017.

a. Pre-Qualification Criteria (applicable):

B-BBEE Level 2 or better

3. DEFENCE SECTOR CODE

a. Mandatory Black Equity Ownership (applicable):

April 2021/22 onwards - Minimum Black Equity Ownership 35%

NOTE: Failure by an Offeror/Bidder to comply with any of these criteria will result in immediate elimination from the evaluation process.

4. Critical Criteria (applicable):

Annexure A: Scope of Work Requirements
Annexure B: Critical Criteria.
Annexure C: Compliance Declaration form.

NOTE: Failure by an Offeror/Bidder to comply with any of these criteria will result in immediate elimination from the evaluation process.