INVITATION TO BID

REQUEST FOR BID DESCRIPTION:

APPOINTMENT OF A SERVICE PROVIDER FOR ARIS SUPPORT AT ARMSCOR HQ

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

Bids must ONLY be submitted in hard copy; electronic bid submissions are NOT acceptable.

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}	
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 BBBEE 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 ☐

ARMAMENTS CORPORATION OF SOUTH AFRICA SOC LTD (ARMSCOR)

Company registration: 1968/008611/06 Vat registration: 4500101169

REQUEST FOR BID: EICT/2021/34

1. INSTRUCTIONS ON SUBMISSION OF BIDS

1.1 Bid Closing at **11:00 am** on **20 April 2022 (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:	Supply Chain Management Department Armscor SOC Ltd
Postal address:	Armscor SOC Ltd Private Bag X337 Pretoria 0001
Delivery address:	Armscor Head Office 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 SCM Department on aopts@armscor.co.za. 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

Bid proposals to remain valid for acceptance for a period of **ONE HUNDRED AND FIFTY** 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.

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 bid 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 Bidder 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 bid 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 Bidder 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:	
Name of Prime Contractor	
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 bid 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 Bidder 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 bid 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 Bidder 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 bid 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 Bidder 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

Declaration of Bidder's Past Supply Chain Management Practices

This Standard Bidding Document serves as a declaration to ensure that goods and services being procured are aligned with all reasonable steps are taken to combat the abuse of the supply chain management system. The bid of any bidder may be disregarded if that bidder or any of its directors have been involved in the abuse of public institution's supply chain management system

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
	If so, furnish particulars:		
2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
	If so, furnish particulars:		
3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
	If so, furnish particulars:		
4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
	If so, furnish particulars:		

CERTIFICATION

I, the undersigned (full name)..certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

....	....
Signature	Date
....	....
Position	Name of bidder

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. Bidders should check the numbers of the pages correspond with the table of contents 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

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 (01 April 2020 to 31 March 2021) and 35% in year 3 (01 April 2021) onwards, where applicable.

5.2 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 bidder 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 bid.

9. **Tax Compliance Requirements**
It is a condition of bid that the successful bidder <u>MUST</u> 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

9.1 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.

9.2 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.

9.3 The Tax compliance PIN letter shall be submitted with the bid, with an authorisation letter for Armscor to use the PIN code for verification of tax compliance status of the supplier.

9.4 In bids where Consortia /Joint Ventures / are involved, each party must submit a separate tax compliance PIN with authorisation letter.

9.5 In the event of subcontracting, tax compliance PIN letter and authorisation letter for the subcontractor must also be submitted with the bid.

9.6 Tax compliance is done via e-filing on the SARS websitewww.sars.gov.za.

9.7 Original valid tax clearance certificates issued before 18 April 2016 are still valid until the expiry date or on replacement with SARS tax compliance PIN.

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

10. Awarding of Bids

The awarding of bids will be in terms of the Preferential Procurement Policy Framework Act, 2000.
The applicable points are:

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

The following formula will be used to calculate the points in respect of a bid up to a rand value of R50 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):

$Ps = Pp$

Provided that $\sum (Ppa) = 80$

Where:
- Ps = points scored for bid/bid under consideration
- Pp = points scored for price
- a = allocated

The points scored for price $(Pp) = Ppa^{*}\left(1 - \frac{(Pt - Pm)}{Pm}\right)$

Where:
- Ppa = points allocated for price
- Pt = comparative price of bid/bid under consideration
- Pm = comparative price of lowest acceptable bid/bid

11.

12. Mandatory local production and content for designated sectors

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

12.2 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.

12.3 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.

KD17

		BID NUMBER	: EICT/2021/34
		CLOSING AT 11:00 ON	: 20 April 2022
VALIDITY PERIOD:	150 DAYS	NAME OF BIDDER	: ....

ITEM NO	DESCRIPTION	QTY	UNIT PRICE IN FOREIGN CURRENCY	UNIT PRICE IN S.A. CURRENCY	SUBTOTAL
1.	ARIS Support Year 1 (60 days for 8 Hours per day) Year 2 (60 days for 8 Hours per day) Year 3 (40 days for 8 Hours per day) **See Appendix A for a full Specification**	1			
	TOTAL (excluding VAT) VAT TOTAL (including VAT)				

1. Delivery address: 370 Nossob Street, Erasmuskloof, 0181

2. * Period required for commencement of delivery, after receipt of order: ....

3. * Rate of delivery: ....

4. * Period required for completion of order, after receipt thereof: ....

5. **Refer to Annexure A for the evaluation criteria**

* Must be completed by Bidder if not completed by Armscor.

ANNEXURE A

APPOINTMENT OF A SERVICE PROVIDER TO SUPPORT ARIS TOOL

1. BACKGROUND

Armscor's Information and Communications Technology (ICT) department acquired and implemented the ARIS tool for Enterprise Architecture (EA) management. The tool is used as a repository for the enterprise architecture deliverables and for modelling the enterprise artefacts for business architecture, application architecture, data architecture and technology architecture.

The contract for the support services is ending on 31 March 2022, as result, a new contract is required.

2. AIM OF THE RFB

The aim of the RFB is to obtain bids for the appointment of a service provider to support ARIS tool at Armscor Head Office.

3. DELIVERY PERIOD

The duration for the support services required is three (3) years.

4. GENERAL INSTRUCTIONS FOR THE COMPLETION OF THE BID

5.1 Completeness of documentation

5.1.1 The Bidder is required to ensure that the bid pages and appendices are complete, correct and consistent.

5.1.2 The Bidder is required to ensure that Armscor's bid document KD17 hereto attached, is properly completed and signed.

5.2 Number of Bid copies

The Bidder is required to submit one (1) original document to Armscor. The original document must be clearly marked with the bid number, bid closing date and name of the bidder.

5.3 Communication

The Bidder shall appoint a Contractor Project Manager (CPM) for communication with Armscor. The details of this person shall be included in the content of the bid.

5. BID EVALUATION CRITERIA

The evaluation criteria will be in line with the Preferential Procurement Policy Framework Act 2000. Bids will be evaluated on a three-stage evaluation process. Firstly, bids will be evaluated on **Defence Sector Mandatory Requirement**: Secondly; on **Critical Criteria and** Lastly; **Preference Point System.**

The project shall be evaluated on three stages as follows:

<u>The requirements of any given stage shall be complied with prior to progression to the next stage.</u>

A 3 staged approach will be used to evaluate a bid as follows:

STAGE 1	Mandatory Black Equity Ownership
STAGE 2	Critical Criteria
STAGE 3	Preference Point System

Stage 1: MANDATORY BLACK EQUITY OWNERSHIP

a. No contract for goods and services shall be awarded to any bidder unless such bidder has Black Equity Ownership of at least 35% in year 3 (01 April 2021) onwards of the Defence Sector Codes gazetting. A bid that fails to meet the BBBEE mandatory criteria stipulated in the bid documents is an unacceptable bid and will be disqualified

b. The bidder shall submit a valid proof of B-BBEE status (B-BBEE certificate issued by a SANAS accredited verification agency or CIPC B-BBEE certificate or B-BBEE sworn affidavit) without which the bid shall not be evaluated further. If the Bidder is a Joint Venture (JV) or Consortium, the Bidder shall submit with the Bid, a consolidated proof of B-BBEE status

Stage 2: Critical Criteria

Criteria No.	Criteria Description	Compliance Evidence
1	The bidder shall be accredited with OEM to provide support for ARIS tool.	The bidder shall submit an OEM partner confirmation letter
2	The bidder shall demonstrate experience of supporting an ARIS tool, version 10 and above.	The bidder shall submit at **least 1 reference letter from contactable clients signed by a duly authorised person** where ARIS support was rendered or is being rendered: **Clients letters must entail the following details:** a) Name of Client b) Start Date c) End Date d) Contact Details (telephone number and email addresses) of Client e) Client satisfactory level on the duties performed

3	The bidder shall indicate full compliance with the Statement of work (SOW) as attached on **Appendix A**.	The bidder shall complete and sign bid conditions acceptance form on page 7 of KD17 as declaration that they shall fully comply with the statement of work.

Note: Bidders may submit one resource for criterion 2 if such resource meets both requirements.

Note: Only bidders who comply with all four (3) critical requirements above, shall be considered for further evaluation

Stage 3: Price and BBBEE Evaluation

The 80/20 preference point system shall be applied in this evaluation.

6. NON-COMPULSORY BIDDER'S BRIEFING

ARMSCOR will hold a non-compulsory bidders briefing session:

VENUE	ADDRESS	DATE	TIME
Armscor Head Office	Armscor Head Office 370 Nossob Street Erasmuskloof	07 April 2022	10 AM

7. RETRACTION OF WORK ELEMENTS

Armscor reserves the right to retract any element, (or any part thereof), from any resulting order, as conditions develop or dictate, with reasonable warning, as agreed by all parties.

8. BIDDER PERSONNEL

8.1 The Bidder undertakes to notify Armscor of any changes to key resources and/or organization during the execution of the order.

8.2 Should the Bidder have to replace any of the key resources allocated to the order during the execution of the order, then the Bidder shall allocate new resources to the order with similar experience and qualifications after obtaining the approval from Armscor.

9. TECHNICAL ACCEPTANCE CONDITIONS

The proposed contractor shall be responsible for effective Quality Assurance (QA) measures to ensure the quality of the deliverables.

10. ADDITIONAL INFORMATION

10.1 All other information which will assist in completion of this RFB is attached as per the Statement of Work document attached as Annexure D.

10.2 Provide all labour tariffs (per skill category) and hours.

11. SCOPE

Bidders are required to **price the full set of items** (including all options) for each service offerings the Bidder is bidding for.

12. STATEMENT OF WORK

Refer to the **Statement of Work** attached to the RFB as Annexure C SOW.

13. SPECIAL CONDITIONS IN THE RFB

13.1 The bidder shall provide a support centre during business hours that is designated to handle any incident and/or problem management issues that might arise during normal service operations.

13.2 The bidder shall provide on-site next business day support as required for a period of five (3) years at Armscor Head Office.

13.3 The bidder must be a certified ARIS support partner, and such certification must be attached with the bid. If a certificate cannot be provided, then an official letter from the OEM confirming such must be provided with the bid.

13.4 The bidder must maintain the ARIS support partnership for the duration of this contract

13.5 The Statement of Work will be referenced in KD17 (ANNEXURE C)

13.6 Armscor does not allow remote access to its servers.

14. SECURITY

The employees of the bidder shall have South African citizenship (no employees or subcontractors with dual citizenship will be acceptable) and they must obtain and maintain the required level of security clearance through Armscor. If the staff or contractors of the bidder cannot obtain or retain the required security clearance, the bidder shall immediately remove the employees or subcontractors concerned from the premises. Armscor will have no liability towards the bidder, his employees or subcontractors and will compensate the bidder only for services provided up until the moment the bidder is notified of the security deviation.

Armscor's division responsible for security clearances will handle all security clearances and the costs of the first clearances will be paid by Armscor. The bidder is responsible for the cost of the security clearances of replacements. The security level is confidential.

The bidder shall ensure that new appointments are issued with a preliminary security clearance by Armscor's Personnel Evaluation Division (APED) before the new appointees are allowed onto the Armscor site. New appointments can only be made after confirmation with the Armscor's security division. If confirmation is given, Armscor accepts no liability with respect to the outcome of the security clearance."

ANNEXURE B

Table 1: CRITICAL CRITERIA

Criteria No	Criteria Description	Compliance Evidence Requirements
1	The bidder shall be accredited with OEM to provide support for ARIS tool.	The bidder shall submit an OEM partner confirmation letter
2	The bidder shall demonstrate experience of supporting an ARIS tool, version 10 and above.	The bidder shall submit at **least 1 reference letter from contactable clients signed by a duly authorised person** where ARIS support was rendered or is being rendered: **Clients letters must entail the following details:** f) Name of Client g) Start Date h) End Date i) Contact Details (telephone number and email addresses) of Client j) Client satisfactory level on the duties performed

Note 1: Only bidders who comply with the critical criterion above, shall be considered for further evaluation

ANNEXURE C

STATEMENT OF WORK (SOW)

Purpose

The purpose of this document is to define the requirements to appoint a suitably qualified service provider to provide support services of ARIS software for the duration of three (3) years.

Scope

The scope of the requirements is limited to the provision of ARIS support services covering, but not limited to, the following:

- Amendment of the EA metamodel within the tool as and when required;
- Error resolution;
- Script writing as and when required;
- Conduct knowledge transfer to internal ARIS Administrators. Knowledge transfer should include basic trouble shooting, script writing, etc.;
- Install product updates as and when required;
- Creation of object types where applicable;
- Execute database merging and consolidation as and when required;
- Perform audits on the database to ensure compliance to modelling method and standards when requested;
- Create and update templates and filters as per business requirements.

The required support days per annum are as follows:

Year 1	60 days for 8 Hours per day
Year 2	60 days for 8 Hours per day
Year 3	40 days for 8 Hours per day

The services will be billed on a time and material basis.

Exclusions

Excluded in the scope are the following:

- Renewal of licenses;
- ARIS end-user training.

Service Provider Required Skills

The Service Provider must demonstrate knowledge of ARIS with the following capabilities:

- Experience in the implementation and administration of ARIS.
- Knowledge of scripting and macros used in ARIS Architect, Designer and Connect.

- In depth knowledge of ARIS upgrades, server configurations, repository and troubleshooting.
- Understanding of ARIS designer/architect, ARIS connect and ARIS process governance.
- Conversant with modelling concepts and practices.

Service Level Requirements

A Service Level Agreement (SLA) between Armscor and the Service Provider will be entered into to measure the services provided for the duration of the contract.
This Service Level Agreement defines the following:

- The roles and responsibilities of the parties in providing and managing the required services;
- The measurement definitions used to determine the level of service that is provided; and
- The method of remedy framework for non-performance.

Changes to Services

Each party may propose changes to the service, nature or time schedule of the services being performed under this Service Level Agreement. The parties will mutually agree to any proposed changes rendered under this Agreement. All changes are subject to the following change control procedures:

- Request is logged at the Service Provider's Helpdesk or with the Customer Account Manager.
- Change request is signed off by authorised technical contact
- Schedule revised to include changes to the schedule of services
- Armscor's to acknowledge acceptance and approval of the changes

Effective Date and Duration

This SLA will be effective on order placement and will run for the duration of the order as stipulated in the contract. There will be no automatic renewal of this agreement.

Service Cover Period

The Service Cover Period (SCP) is the time during which the services will be covered by this SLA. The SCP for this SLA is 8 hours for 5 business days. Any service level provided outside the above-mentioned SCP will be considered as non-contractual downtime. It will not be taken into consideration for service credit calculations.

Service Level Metrics

The following standard definitions will apply to the Services provided under the terms of this Agreement.

INCIDENT PRIORITY	STATUS	BUSINESS IMPACT
Priority 1	High	Serious
Priority 2	Medium	Medium
Priority 3	Low	Minimal

- High - Business impact serious: Problems impacting entire business and/or all users
- Medium - Business impact medium: Problems impacting parts of business and/or some users; Administrative requests for existing services; Sales requests
- Low - Business impact minimal: Problems impacting single user / host in non-critical way; Administrative requests for new services; "How do I?" type questions

- Notwithstanding the above, where a resolution is not available at the time the SERVICE PROVIDER will contact Armscor and will attempt to estimate and communicate an expected resolution time.
- The service provider undertakes to respond and resolve incidences according to the following priority matrix:

Priority 1	2 hours to respond 8 hours MADT per month.
Priority 2	2 hours to respond 12 hours to MADT per month.
Priority 3	4 hours to respond 24 hours to MADT per month.

Time to Repair Service Credits

In the event that the Agreed Accumulative Down Time (AADT) exceeds the agreed MADT, then the following formula will be used to calculate the appropriate service credit:

$$Service\_Credit = \frac{AADT(hrs) - MADT(hrs)}{T\max(hrs) - MADT(hrs)} * (Value\_for\_service\_credits)$$

MADT: Maximum Accumulated Down Time
AADT: Agreed Accumulative Down Time
Value for Service Credits: Value for Service Credits is equal to 30% of the monthly SLA cost.
TMax: The maximum time TMax can equal is 4 times MADT (MADT x 4 = TMax)

Contact Centre

The Service Provider is to provide a Contact Centre[i] which is available 5 x 8 (business days) for Incident logging.

General Support

Armscor is responsible for the 1st line support and initial troubleshooting in diagnosing and pinpointing the fault or failure of the hardware and/or systems. 1st line support is defined as followings:

- Initial fault finding, troubleshooting and error checking
- Health and performance reporting
- Configuration changes

The Service Provider shall be the 2nd line of support and assist in providing services where Armscor's support staff is unable to resolve a particular issue. This support is provided via email and/or telephonically.

In the event that the issue cannot be resolved at 2nd line support the Service Provider shall provide or arrange for on-site 3rd line support.

For a 3rd line support call the Service Provider is to arrange a convenient date and time to come on site to provide the necessary support.

Remote support is limited to telephonic and email only as no remote access will be granted.
In the course of dealing with an incident a possible "workaround" could be identified. A "workaround" for these purposes means a method of using other equipment or methodologies which avoids the problem or minimises its effect and which does not result in substantial inconvenience or expenses for Armscor.

The provision of a workaround shall not result in the call being logged as fixed, and does not relieve the Service Provider of its obligation to correct the problem within the target time limits.
Ad-hoc time and material support will only commence once agreed upon with Armscor and an official Armscor work authorization has been issued.

The Service Provider is to ensure that Armscor is provided with software maintenance releases and updates as and when they become generally available without additional charge.

Software Support

Software Service Metrics

- Armscor and the Service Provider are to agree on the priority classification of incidences or problems. This ensures that the appropriate resources are made available to resolve the problems as quickly and efficiently as possible.
- All cases are prioritized according to their impact to Armscor's business (Priority 1 (P1) through to Priority 3(P3)).The severity of a case can change, being upgraded or downgraded, depending on the outcome of the troubleshooting process.

Software Updates and Patches

- The Service Provider is to ensure that Armscor is provided with software maintenance releases and updates as and when they become generally available without additional charge. Armscor will be responsible for implementing the software updates.
- Major upgrades are defined as having a change in the major number of the version number of the new software with respect to the currently installed version, where Version numbers' are in the form major/minor or any software upgrade that requires in excess of 6 hours' work.

The following exclusions apply:

- Restoration of file structures and data. This remains the responsibility of Armscor at all times - assistance could however be requested from the Service Provider based upon time and material and resource availability at the time of the request and charged as per rate as listed in the order.
- Replacement of services to repair damage caused or resulting from neglect, misuse or transportation of the part/s of or by a party other than the service provider, water damage, or modification of the equipment not approved, authorised or directed by the service provider

- Replacement of services to repair damage caused by failure to provide or maintain adequate or appropriate electrical power, air conditioning, humidity controls, electrical surge protection, or any other facilities or environmental conditions
- Assistance with Business application support that is not covered in this SLA.
- Reconfiguration of software configuration.
- Assistance with technical faults not related to Service Provider's services.
- New installations outside of the scope of this agreement.
- Assisting with technical aspects of Armscor's infrastructure that is not related to Service Provider's service or product.
- Any hardware related issues.
- Ad-hoc project work outside of the scope of this agreement.

Incident Management

The Service Provider must provide Armscor with the contact details for logging the calls.

Armscor will log a call at the Service Provider call desk. The following information must always be captured:

- Authorized person logging the call
- Fault description, including any error report
- Contact details confirmed

The Service Provider shall provide Armscor with a call reference number and escalate the call to ensure adherence to the SLA.
The resolution of incidents and service requests shall be managed through the Service Provider call centre.

Co-ordinate resolution

The service provider call centre shall assign each request or incident to the appropriate resolver group. The resolver group shall be responsible to resolve the incident or execute the requested services and to notify the service provider call centre with regard to progress
The service provider call centre shall notify the requestor with regard to progress on a regular basis.

Controlling

Both parties shall make every reasonable effort to ensure people, processes and technology are efficiently deployed and have the functionality to deliver and report on the services requested.
The service provider call centre shall measure and record the resolution time, the nature of resolution of incidents or service requests and report performance on all incidents logged.

Calls not logged via the service provider call centre shall be excluded from any SLA.
The Mean Time to Respond and Resolve starts when the call is logged with the service provider call centre. The call timer is stopped, outside of the Service Hours and continues at the start of the following business day.

Service levels will not apply to IT Equipment, services or other assets not under the control or management of the service provider and is not detailed or listed on the equipment schedules relevant to this SLA.

Escalation

To ensure that Armscor receives senior management attention on unresolved issues, the Service Provider shall provide a 3 level problem escalation procedure as follows:

- Help Desk (2 hours response time)
- Account Manager (4 hours response time)
- Director (Next Business Day response time)

Should Armscor wish to escalate a problem, because of the urgency of the problem, or because they feel that the problem is not being given the priority it deserves, the following procedure must be followed:

- Contact the helpdesk with the reference number and request that the call be escalated.
- If for whatever reason Armscor feels, this to be inappropriate, Armscor can contact the Account Manager directly instead.

SLA Meetings and Reporting

To ensure that the system is performing and tuned correctly the Service Provider will perform an audit on the system every quarter and below are listed the tasks to be performed during the health check audit:

- Review current running configuration
- Review system's log files
- Highlight unexpected log messages and perceived anomalies
- Further investigate events which may be negatively affecting optimization performance
- Add findings to issues list
- Compare configuration against Armscor Architectural standard
- List all discrepancies in issues list
- Provide an audit report covering with recommendations in order to rectify the identified issues.

Service Review Meetings will be held at the request of Armscor as and when required at Armscor's offices. Armscor will chair these meetings and the Service Provider will provide secretary services. The issues to be covered will include the following:

- Service performance levels.
- Support performance levels
- System issues
- Compensation issues
- Administrative issues
- Security issues
- Changes proposed

Non-SLA Services

All services requested by Armscor and falling outside the Scope of this Agreement shall follow the following procedure:

- A request may be sent by Armscor through the ticket system (by Armscor management only).

- The Service Provider will notify Armscor of the fact that the service requested falls outside the scope of the standard services covered by this SLA and provide Armscor with the extraneous costs applicable to the delivery of such non-standard services.
- Armscor shall elect whether to proceed with the non-standard services.

All ancillary matters pertaining to such non-standard services such as timeframes and Service Provider requirements shall be as agreed by Service Provider and Armscor from time to time.
Service Provider is under no obligation to provide Armscor with the non-standard services as requested from Service Provider.

Armscor's Duties and Responsibilities

Armscor personnel, facilities and resources: Armscor will ensure that the Service Provider has timely access to appropriate Armscor personnel and will arrange for the Service Provider's personnel to have suitable and safe access to Armscor's facilities and systems.

Training on specialised systems, software, equipment or tasks: Armscor will ensure that all Armscor personnel who work on the systems, software, equipment or tasks relevant to Service Provider services are adequately qualified and receive suitable training.

Approvals and Information: Armscor will respond promptly to any Service Provider request to provide direction, information, approvals, authorisations or decisions that are reasonably necessary for Service Provider to perform the services, the Service Provider will be absolved of the delivery of all services that cannot be performed due to failure on the part of Armscor to respond to such requests timeously.

No Access / No Fault Found: Where the service provider has dispatched a representative to attend to a fault reported by Armscor and such representative is unable to gain access to the location or to the equipment subject to the reported fault or to any other equipment reasonable necessary or no fault is found, the call shall be treated as an ad-hoc callout and be fully billable in accordance with the standard labour rates as quoted.

Ad-hoc Call Out: Where Armscor requests the service provider to dispatch a representative to Armscor's site (normally by way of logging a support call) for any service which is not covered by this or any other SLA Armscor may have with the service provider, the call shall be treated as an ad-hoc callout and be fully billable in accordance with standard labour rates as quoted.

[i] Contact Centre means working contact number and email that is reacheable during working hours as stipulated in the SLA to allow logging of incidents or queries

ARMAMENTS CORPORATION OF SOUTH AFRICA SOC LTD
(ARMSCOR)

QUESTIONNAIRE

REPLIES

1 What is the request for bid number? ....

2 If applicable: Price basis of bid
(if not delivered into store) ....

3 Indicate which of the following applies:

3.1 The prices are fixed. ☐

3.2 The prices are not fixed (NB: See par 9 of A-Std-0010). ☐

4 Is the delivery period (commencement after receipt of order) fixed? Y/N

....

....

WHERE SUPPLIES OFFERED ARE TO BE IMPORTED, THE QUESTIONS BELOW MUST BE ANSWERED.

5 Foreign content:

5.1 What amount in foreign currency must be remitted overseas? ....

5.2 What is the rate of exchange used in converting the amount into ZAR1, 00=...........................

SA Rand and the date on which this is based? Date ....

6 Statutory costs:

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

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

a) Customs duty? ....

b) Ad valorem customs duty? ....

PRICE BREAKDOWN

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

		AMOUNT	% OF TOTAL PRICE
7.1	FOB/FCA cost of item		
7.2	Sea/Air freight		
7.3	Insurance charges		
7.4	Clearance charges		
7.5	Customs duties		
7.6	Ad valorem customs duties		
7.7	Delivery costs from port/airport to your premises		
7.8	Local content (excluding (10.10)		
7.9	Delivery costs from your premises into store		
7.10	Balance (detail to be submitted)		
	TOTAL		

ARMAMENTS CORPORATION OF SOUTH AFRICA SOC LTD
(ARMSCOR)

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7.9	Delivery costs from your premises into store		
7.10	Balance (detail to be submitted)		
	TOTAL		

3. PREFERENCE POINTS FOR BROAD-BASED BLACK ECONOMIC EMPOWERMENT

3.1 The B-BBEE preference points will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000pre.

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 Preferencc 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 are to be claimed and allocated according to the table below for acquisition of services, works or goods with a value of up to R50 000 000, 00 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 rescrves 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.

5.2.2 A bidder awarded a contract must obtain the approval of Armscor prior to any changes in the subcontracting arrangement.

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	Starting (Day, Month, Year)
		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 : ....

DECLARATION OF INTEREST

1. Any legal person, including persons employed by Armscor or the State, or persons who act on behalf of Armscor or the State or person having a kinship with persons employed by Armscor or the State, including a blood relationship, may make an bid or bids in terms of this invitation. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by Armscor or the State, or to person who acts on behalf of Armscor or the State, or to persons connected with or related to them, it is required that the bidder or his authorized representative signing the KD17 document shall declare his position vis-á-vis the evaluating authority and/or take an oath declaring his interest, where-

   - the bidder is employed by Armscor or the State or acts on behalf of Armscor or the State; and/or
   - the legal person on whose behalf the bid document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the bidder(s), or where it is known that such a relationship exists between the person of persons for or on whose behalf the declarant acts and persons who are involved with the evaluation of the bid.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.

* Delete whichever is not applicable

2. Are you or any person connected with the bidder directly or indirectly, (i.e. connected by kinship or marriage or associated in an enterprise, business partnership or as colleagues) employed by Armscor or the State?

*YES / NO

2.1. If yes, state particulars.

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

3. Do you, or any person connected by kinship or marriage or associated in an enterprise, business, partnership or as colleagues with the bidder, directly or indirectly have any relationship or association (family, friend, other) with a person employed in the Department of Defence or South African Police Service, Correctional Service or Armscor, and who may be involved with the evaluation or adjudication of this bid.

*YES / NO

3.1. If yes, state particulars.

....
....

4. Are you, or any person connected by kinship or marriage or associated in an enterprise, business partnership or as colleagues connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the Department of Defence, South African Police Service, Correctional Service or Armscor, who may be involved with the evaluation or adjudication of this bid?

*YES / NO

4.1. If yes, state particulars.

....

.... Signature of Declarant	.... Bid number	.... Date
.... Position of Declarant (See Paragraph 1)	.... Name of Company or Bidder	

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;"

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**
Credentials and Signature _______________________ **Date**	_______________________ **Signature** _______________________ **Date**

ANNEXURE 2 TO KD24

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;"

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

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**
Credentials and Signature	 ______________________ **Signature**
______________________ **Date**	______________________ **Date**

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	**Mr. A.L Mmbengwa**	CONTACT PERSON	**Mr. A.L Mmbengwa**
TELEPHONE NUMBER	**012 428 3610**	TELEPHONE NUMBER	**012 428 3610**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**scmbids@armscor.co.za**	E-MAIL ADDRESS	**scmbids@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, 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: ……………………………

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 "Armscor 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 "Armscor 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 "Armscor 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. Armscor 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 Armscor 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:

- Armscor 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/upgraded).
- 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 proper 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. 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: ....

....

....