

REQUIREMENT DESCRIPTION:

**TO PROVIDE CLEANING AND HANDYMAN SERVICES AT THE
INSTITUTE FOR MARITIME TECHNOLOGY IN SIMON'S TOWN IN
THE WESTERN CAPE FOR 3 YERS**

**COMPULSORY BIDDERS BRIEFING SESSION: 07 FEBRUARY 2022 AT
12:00 NOON, IMT BUILDING, MARTELLO ROAD, SIMON'S TOWN,
7995, WESTERN CAPE**

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PROPRIETARY INFORMATION:

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	☐	☐
2.	Valid Tax Clearance Certificate (s) and or proof of application endorsed by SARS and / or SARS issued verification pin code.	☐	☐
3.	Originally certified copies of bidders CIPC Company registration documents listing all members with percentage, See bidding structure for required documents.	☐	☐
4.	Copy of a joint venture /consortium/subcontracting agreement duly signed by all parties and shareholding declaration. (Where applicable)	☐	☐
5.	Copy of the Sub-Contracting Agreement duly signed by all parties	☐	☐
6.	B-BBEE Verification Certificate(s) accredited by SANAS and, or a sworn affidavit prescribed by the B-BBEE Codes of Good Practice For a joint venture or consortium a consolidated BBEE certificate must be submitted.	☐	☐
7.	Designated sectors: Local production and content. (Where applicable)	☐	☐
8.	Originally certified copy of Identity Document for the Company representative	☐	☐
9.	Copy of latest audited financial statements (Where Applicable)	☐	☐
10.	Bid conditions acceptance form on KD17 (Mandatory)	☐	☐

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

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

REQUEST FOR BID:

1. INSTRUCTIONS ON SUBMISSION OF BIDS

- 1.1 Bid Closing at **11:00 am** on **21 February 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 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

3. BID VALIDITY PERIOD

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 3 dated 23 April 2014 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

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 <i>audi alteram partem</i> 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 3 dated 23 April 2014 (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 3 dated 23 April 2014, 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.
- 5.2 Failure by the bidder 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:**

Armcor 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 Armcor 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).
(Armcor 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 Armcor 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-2022/001
CLOSING AT 11:00 ON : 21 February 2022

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

ITEM NO	DESCRIPTION	QTY	UNIT PRICE IN S.A. CURRENCY	SUBTOTAL
1	Year 1: 1 April 2022 to 31 March 2023 To provide cleaning and handyman services at the Institute for Maritime Technology in Simon's Town in the Western Cape for a three (3) year period from 1 April 2022 to 31 March 2025, as required in Annexure A attached	12		
2	Year 2: To provide cleaning and handyman services. Will be calculated by IMT by increasing Year 1 prices by 6% for budgetary and comparative purposes			
3	Year 3: To provide cleaning and handyman services Will be calculated by IMT by increasing Year 2 prices by 6% for budgetary and comparative purposes			
TOTAL (VAT EXCLUDED)				
VAT				
TOTAL (VAT INCLUDED)				
The following attachments has a direct bearing on the item listed above to provide cleaning and handyman services for a period of 36 months at the Institute for Maritime Technology (IMT) in accordance with Annexure A attached: Annexure A: Scope of Work (SOW). Annexure B: Critical Criteria. Annexure C: Compliance Declaration. Appendix 2: Minimum Wage Declaration.				

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 after the meeting has concluded.
2. Delivery address: Services rendered at IMT building, Martello Road, Simon's Town.....
3. *Period required for commencement of delivery, after receipt of order: **Immediately after awarding of contract.**
4. *Rate of delivery: **Monthly as contracted.**
5. *Period required for completion of order, after receipt thereof: **Thirty-six (36) Months.**
6. ***The Prices are fixed for the first 12 months (Year 1) of the contract.**
7. See Annexure A: Scope of Work (SOW)
8. See Annexure B: Critical Criteria
9. See Annexure C: Compliance Declaration
10. See Appendix 2: Minimum Wage Declaration
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. 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.
13. Appendix 2, the bidder must complete and sign the (Appendix 2) Minimum Wage Declaration and submit it with the completed Bid/RFB document.
14. The undermentioned elements are contained in the attached RFB R&D/IMT-2022/001.
 - 14.1. **Annexure A: Scope of Work**
 - 14.2. **Annexure B: Critical Criteria**
 - 14.3. **Annexure C: Compliance Declaration**
 - 14.4. **Appendix 2: Minimum Wage Declaration.**
 - 14.5. **The Bidder shall provide an itemised (items 1.1-1.6) quotation as per Paragraph 22 of Annexure A.**

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**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)

AMOUNT	% OF TOTAL PRICE

TOTAL

.....
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:	

-1-

**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

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	R	Period Starting (Day, Month, Year)	
(As at the latest financial year end)		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 :

-1 and last-

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.

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 bids or bids in terms of this invitation. In view of possible allegations of favouritism, should the resulting bids, or part thereof, be awarded to persons employed by Armscor or the State, or to a 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-à-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 bids 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 bids.

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

* 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 bids.

*YES / NO

- 3.1. If yes, state particulars.

.....

.....

-2 and last-

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 bids?

*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

**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/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 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

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)

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:

VALUE SYSTEM

RFB Nr: R&D/IMT-2022/001

REQUEST FOR: TO PROVIDE CLEANING AND HANDYMAN SERVICES AT THE INSTITUTE FOR MARITIME TECHNOLOGY (IMT) IN SIMON'S TOWN IN THE WESTERN CAPE FOR A THREE (3) YEAR PERIOD FROM 1 APRIL 2022 TO 31 MARCH 2025

This Value System must be used for evaluation purposes, based on the 80/20 preference point system as per the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.

Please ensure that the correct value system is chosen as:

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. Mandatory Black Equity Ownership

April 2021/22 - Minimum Black Equity Ownership 35%

b. Pre-Qualification Criteria (applicable):

BBBEE status level 2 or better
EME/QSE

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

3. Critical Criteria (applicable):

Annexure B: Critical Criteria
Annexure C: Compliance Declaration form.
Appendix 2: Minimum Wage Declaration.

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

4. Functionality (not applicable):

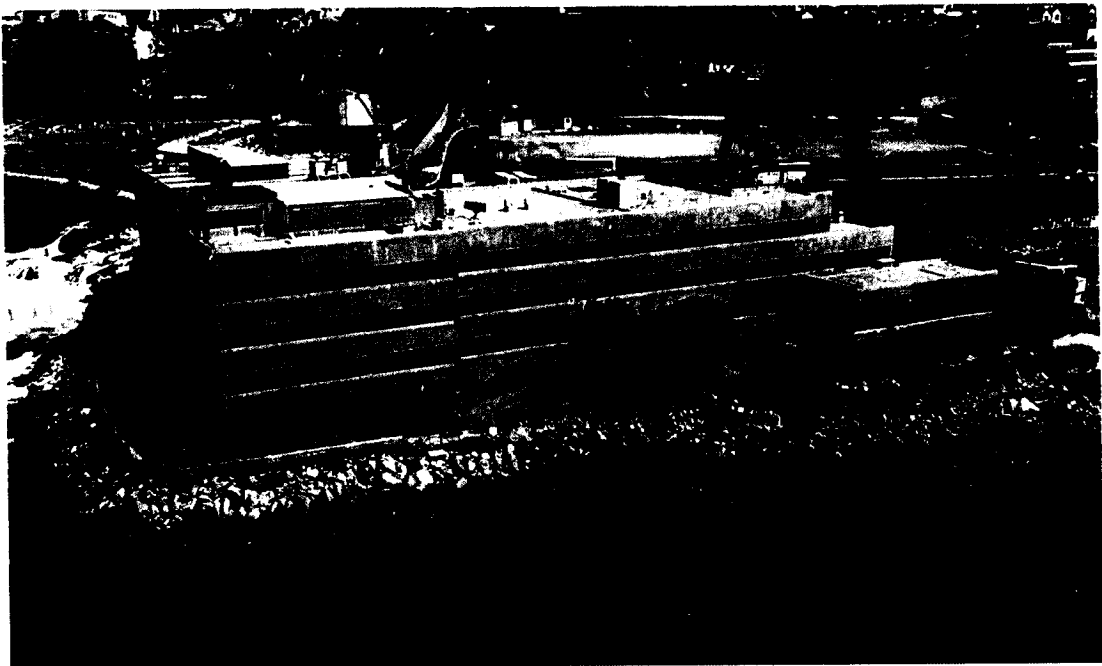


RFB NR R&D/IMT-2022/001 ANNEXURE A

STATEMENT OF WORK

REQUIREMENTS FOR PROVISION OF CLEANING AND HANDYMAN SERVICES AT THE INSTITUTE FOR MARITIME TECHNOLOGY, A DIVISION OF ARMSCOR SOC LTD, AT IMT BUILDING IN SIMONS TOWN

SUMMARY: THIS DOCUMENT CONTAINS THE STATEMENT OF WORK FOR THE RENDERING OF CLEANING AND HANDYMAN SERVICES FOR A PERIOD OF 36 MONTHS AT THE INSTITUTE FOR MARITIME TECHNOLOGY, A DIVISION OF ARMSCOR SOC LTD, AT IMT BUILDING IN SIMONS TOWN



1. **PURPOSE**

- 1.1 The Institute for Maritime Technology (IMT), a Division of Armscor SOC Ltd, has a requirement for provision of cleaning and handyman services to be rendered at IMT for a period of 36 months from 1 April 2022 to 31 March 2025.

2. **APPLICABLE DOCUMENTS**

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

3. **ABBREVIATIONS / ACRONYMS**

IMT	Institute for Maritime Technology, a Division of Armscor SOC Ltd
SOC	State Owned Company
CoCT	City of Cape Town
OHS	Occupational, Health and Safety
PPE	Personal Protective Equipment
EME	Exempted Micro Enterprise
QSE	Qualifying Small Enterprise
SARS	South African Revenue Services
UIF	Unemployment Insurance Fund
PESI	Personal Evaluation Security Interview
NDA	Non-Disclosure Agreement
NCCA	National Bidders Cleaning Association
NRCS	National Regulator for Compulsory Specifications
SABS	South African Bureau of Standards
SANS	South African National Standards
MSDS	Material Safety Data Sheets

4. **SAFETY, HEALTH & ENVIRONMENTAL (SHE) REGULATIONS**

- 4.1 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.
- 4.2 The successful bidder shall be required to provide a Safety file before the commencement of work on site.
- 4.3 Any staff arriving on site must always have Personal Protective Equipment (PPE) on them in accordance with the standards of health protocols relating to COVID-19 at the workplace as regulated under the Disaster Management Act, 2002, e.g. Safety glasses, ear protection, breathing mask, hardhat, gloves, high-visibility vest, safety boots and harness to be used as and when needed.
- 4.4 All Contractor's and staff shall adhere to all mandatory COVID-19 protocols.

5. **BIDDERS' BRIEFING**

A Compulsory Bidders' Briefing / Site Visit will be scheduled. Bidders shall be required to attend a compulsory bidders briefing where the Prospective Bidders will be exposed to a site visit of IMT, failure to do so shall result in automatic disqualification.

6. **OFFERS/BIDS**

The Prospective Bidders shall provide a fully itemised proposal/quote/offer as per the cost schedule line items defined in **Section 22**.

7. **GENERAL STANDARD SPECIFICATIONS**

The latest edition, including all amendments up to date of tender of the following specifications, publications and codes of practice shall be read in conjunction with this specification and shall be deemed to form part thereof.

- a. Armscor's General Conditions of Contract A-STD-0020 Issue 004 dated 14 Feb 2020.
- b. Any applicable SANS.

8. **REQUIREMENT**

8.1 The requirements for cleaning and handyman services are as follows:

Provision to supply cleaning and handyman services and to provide a total of 7 cleaning personnel and 1 handyman (total of 8 personnel) during working hours.

8.2 The total number of staff should consist of the following: one (1) cleaning supervisor, one (1) handyman, one (1) tea lady/cleaner and five (5) dedicated cleaners will be required for this cleaning service.

8.3 Working Hours

The Service provider shall provide Cleaning Services to IMT Monday to Friday 07:30 to 16:00 excluding public holidays.

8.4 Implication of requirement:

If an employee of the Service Provider is absent for whatever reason, including leave or sick leave, the Service Provider must supply a substitute in the place of the employee that is absent.

IMT's minimum requirement for cleaning personnel is as per paragraph 8.1.

It is therefore the responsibility of the Service Provider to ensure that required staff levels are maintained at all times.

8.5 Control:

The Access Control System reports shall be used to verify the attendance of all cleaning personnel and confirmation of attendance must be reported to the IMT Facility Manager or his appointed representative daily.

8.6 The details as per the scope of work are as indicated below.

9. **SCOPE OF WORK**

9.1 **Kindly note:**

It is mandatory that all areas must be cleaned regardless of any problems encountered for example: adverse/bad weather, staffing problems, equipment breakdowns etc. Replacement of absent personnel should be filled/replenished in order to provide a full staffing complement as per the contract. The contractor should be fully aware of the importance of this requirement.

9.2 **General**

9.2.1 The Bidder shall be required to provide cleaning and handyman services at the Institute for Maritime Technology (IMT) and to ensure that the Client receive excellent service in all aspects of the relationship.

9.2.2 The Bidder shall be required to sign a 36 months' contract to provide cleaning and handyman services daily from 7:30 to 16:00 Monday to Friday excluding Weekends and Public Holidays.

To provide eight (8) personnel as follows:

- 1 supervisor/cleaner,
- 1 handyman,
- 1 tea lady/cleaner and,
- 5 dedicated cleaners will be required for this service.

9.2.3 Daily Cleaning duties will include, but not limited to:

Vacuum all carpeted areas, Mop and polish all floors, Spot clean glass doors and glass partitions, The mirrors and basins in all toilets must be cleaned and disinfected, Clean and dust window blinds, Wipe and sanitize telephone and communication equipment, Wipe and sanitize all door handles in the facility, Clean and polish furniture, Clean balconies, Remove spots on carpets, Pick-up and clean up spill on floors, Picking up any litter around the facility, Cleaning of refuse bins and refuse area, Empty all waste bins in offices, kitchen, bathrooms and general areas daily, Deep cleaning in all toilets, Reporting of identified defects of IMT's equipment, sanitize all doors and rails regularly or as directed by Facility Manager, Do routine cleaning using water and detergents and other housekeeping practices as well as disinfection procedures (i.e. applying disinfectant to highly-touched surfaces after cleaning) that are appropriate for SARS-CoV-2/COVID-19.

9.2.4 All cleaning materials and surface disinfecting products must be approved by SABS and/or NRCS.

9.3 Detail of cleaning services required on a daily basis

9.3.1 Library

- Vacuum floors.
- Clean bins.
- Sanitize and polish all desks, tables and bookshelves.

9.3.2 Toilet facilities

- Maintain a clean and hygienic conditions at all times.
- Thoroughly clean all hand basins.
- Clean and sanitize/disinfect all toilet bowls, lids, seats and cisterns.
- Clean and polish mirrors.
- Thoroughly clean and sanitise urinals.
- Clean all walls and maintain a clean and hygienic condition.
- Polish and wipe clean sills all ledges.
- Clean and disinfect all flooring.
- Polish stainless steel fittings, basin taps etc.
- Remove all rubbish from waste bins.
- Clean windows.
- Toilet cistern service ducts to be cleaned.
- Clean women and men's toilets on ground, first, second and diver's toilet.
- Replenish all hand towels, toilet paper, hand-soap and other cleaning material throughout all toilet facilities.

9.3.3 Meeting and function areas

- Clean and polish all stainless steel including sink and taps.
- Dust and polish all timber surfaces.
- Collect recyclable materials.
- Polish any metal surfaces.
- Empty and clean waste bins.
- Dust, wipe, sanitize/disinfect and clean all surfaces.
- Remove marks from walls and furniture.

-
- Thoroughly vacuum carpets.
 - Remove stains from carpets.
 - Thoroughly clean and or polish tiled flooring.
 - Clean and polish all glass surfaces.
 - Deodorise room.
 - Wipe clean doors.
 - Clean windows, rails and seats.
 - Change Rooms and Shower Facilities etc.
 - Clean and sanitize/disinfect shower facilities.
 - Clean walls and floors and maintain a clean and hygienic condition.
 - Clean and disinfect all hard floor surfaces.
 - Polish all vinyl or rubber flooring.
 - Clean and polish mirrors.
 - Dust, wipe and clean ledges and sills.
 - Sanitization before, during, and after every meeting.

9.3.4 Reception areas

- Clean and polish all stainless steel.
- Dust and polish all timber surfaces.
- Collect recyclable materials.
- Polish any metal surfaces.
- Empty and clean waste bins.
- Dust, wipe, sanitize/disinfect and clean all surfaces.
- Remove marks from walls and furniture.
- Thoroughly vacuum carpets.
- Remove stains from carpets.
- Thoroughly clean and or polish tiled flooring.
- Clean and polish all glass surfaces.
- Deodorise room.
- Sanitize/disinfect and wipe clean doors.
- Clean windows including internal and external reception doors, rails.

-
- Clean and sanitize/disinfect facilities.

9.3.5 Offices

- Remove rubbish from waste receptacles.
- Dust, wipe, sanitize/disinfect and clean sills and ledges.
- Polish all furniture and equipment.
- Vacuum carpeted areas.
- Sweep and mop hard floor surfaces.
- Thoroughly clean all glass windows and frames inside.
- Vacuum and sweep clean office floors.
- Sanitize/disinfect all doors handles regularly, at least 3 times daily.

9.3.6 Lift

- Vacuum carpeted areas and remove stains.
- Wipe clean ledges, mirrors, walls and hand rails.
- Polish and sanitize/disinfect surfaces.

9.3.7 Walkways

- Dust, wipe, sanitize/disinfect and clean banisters.
- Clean thoroughly.
- Vacuum carpeted areas and remove stains.
- Sweep and mop hard floor surfaces.
- Wash stains from concrete surfaces where necessary.

9.3.8 Parking areas, balconies, driveways, roads and courtyard

- Maintain all areas free from litter.
- Empty and clean all rubbish bins.
- Collect Recyclable materials.
- Clean grates and storm water drains.
- Thoroughly sweep areas free from sand.

9.3.9 Change rooms

- Clean and sanitize/disinfect shower facilities.
- Clean walls and floors and maintain in a clean and hygiene condition.
- Clean and disinfect all hard floor surfaces.
- Polish all vinyl or rubber flooring.
- Dust, wipe, sanitize and clean ledges and sills.
- Dust, wipe, sanitize/disinfect and clean furniture.

9.3.10 Kitchens

- Maintain a clean and hygienic conditions at all times.
- Clean kitchens and wash dishes daily (excluding main kitchen).
- Buff, sweep and mop kitchen floors including main kitchen.
- Cleaning of all kitchenettes.
- Clean and disinfect sinks.
- Wash and pack away all dishes.
- Empty and clean all waste bins.
- Wipe down, sanitize/disinfect and clean horizontal surfaces.
- Spot clean walls, doors, edges and kitchen equipment.
- Clean and sanitize/disinfect appliances.

9.3.11 Stairs internal

- Sweep and mop the floors.
- Clean and sanitize/disinfect all staircases railings.
- Clean walls.

9.3.12 Security Control Room

- Vacuum control room carpets.
- Polish control room desk and ensure glass cabinet is cleaned.
- Clean, dust, wipe, sanitize/disinfect inside security office and toilets.
- Sweep and mop floors.
- Empty bins.

9.3.13 Guards room at the IMT entrance gate

- Vacuum room carpets.
- Polish guard's room desk and ensure glass cabinet is cleaned.
- Clean, dust, wipe, sanitize/disinfect security office and toilets.
- Sweep and mop floors.
- Empty bins.

9.3.14 Canteen

- Clean floors in canteen area.
- Dust, wipe, sanitize/disinfect off chairs.

9.3.15 Courtyard

- Sweep and mop areas.
- Ensure the area is free from litter and dustbins cleaned.

9.3.16 Workshop / laboratories

- Maintain a clean and hygienic conditions at all times.
- Sweep and mop floors.
- Clean/empty bins.
- Dust, wipe and clean ledges and sills.
- Dust, wipe, sanitize/disinfect and clean furniture.

9.3.17 Tank area

- Maintain a clean and hygienic conditions at all times.
- Carpets to be vacuumed.
- Swept and mopped.
- Bins to be cleaned.
- Dust, wipe and clean ledges and sills.
- Dust, wipe, sanitize/disinfect and clean furniture.

9.3.18 Additional duties

- Shredding of office paper daily.
- Refilling of the water bottles and disposable cups daily.
- Refilling sanitizer bottles.
- Washing and vacuum IMT pool cars once a week
- Cleaning of the windows up to 3 meters at IMT reception area.
- Ad hoc duties as directed by Facility Manager or IMT Management.

9.3.19 Bidder administrative duties

- Liaise with IMT onsite contractors that render various services.
- Manage supplies of cleaning products with reports provided.
- Rosters and schedules.
- Other admin duties include staff management.

9.4 Details of Handyman/Maintenance Officer Duties

The bidder shall be required to provide competent fully trained and experienced Handyman or maintenance officer to conduct general maintenance work in and around the building of the following but not limited to:

- General paint work.
- General plumbing work.
- Maintaining electrical appliances.
- Provide and maintain equipment.
- Weekly inspections of the facility.
- Housekeeping.
- Support and accompany contractors on site.
- Assist IMT Facilities team with any general maintenance work required.

9.5 Critical Performance areas for Handyman/Maintenance Officer

- Utilize safely basic hand and power tools whilst assisting skilled workers on the job.
- Keep work areas uncluttered, tools and equipment secured at the end of each shift.
- Perform general cleaning of work areas by wiping up spills, sweeping, vacuuming and removing waste.

-
- Perform general maintenance of facilities including paint work as guided and instructed.
 - Transport a variety of tools, equipment and supplies safely to the job site to enable work to progress efficiently.
 - Performing variety inspections to identify faults / defects / irregularities within the facility.

9.6 Additional requirements

9.6.1 General daily cleaning materials / products

The Bidder shall supply minimum of five (5) cleaners' trolleys, three (3) vacuum cleaners, 1 wet and dry vacuum, brooms, mops, cloths, feather dusters, hand soap, dish washing liquid, danger signs (wet floors), window cleaning materials, carpet powder, furniture polish and multipurpose cleaning materials.

9.6.2 General waste disposal

- Waste bins emptied in all areas for daily waste.
- All rubbish bins should be washed with an approved disinfectant.
- Sufficient rubbish bags need to be provided daily to line the bins in the kitchens, bathrooms or general areas.

9.6.3 Tea lady services

- Prepare tea/coffee for meetings / functions as and when required by the Executive Secretaries or IMT representatives.
- Serving of tea/coffee to meetings and functions
- Ensure milk/coffee/tea/sugar is available in all kitchenettes at all times
- Ensure and maintain current stock of cutleries

9.6.4 Annual spring clean

IMT's building must be maintained to the highest cleaning standards at all times. The bidder is required to conduct an annual spring-cleaning (including wet and dry-cleaning of carpets as required by IMT). (This is done before the year-end shut down from mid-December and before IMT personnel return to work in January).

9.6.5 General waste material management

The provision of equipment and labour to remove all waste material, including kitchen waste from the grounds daily or as requested by IMT and after each day.

On a weekly basis, every Monday, ensure bins are moved to the gate for collection by the CoCT Waste Disposal Department.

9.6.6 Recycling

Collect all recycling and allocate to areas identified by IMT.

9.7 Deep Cleaning

- 9.7.1 The bidder is required to conduct quarterly (4 times per year) deep cleaning/chemical cleaning of all toilets including urinals as per the breakdown in Table A below:

Table A

ITEM NO	DESCRIPTION WITH QUANTITY BREAKDOWN PER FLOOR (QUARTERLY = 4 TIMES PER YEAR) OF DEEP CLEAN [CHEMICAL CLEANING] ALL TOILET FACILITIES FOR THE THREE YEAR PERIOD	TOTAL QUANTITY
1	Quarterly or 4 times per year deep clean [chemical cleaning] of all toilet facilities as listed below: Ground floor toilets 18 1st floor toilets 6 2nd floor toilets 5 Tank area toilet 1	30
2	Quarterly or 4 times per year deep clean [chemical cleaning] of all urinals as listed below: Ground floor toilets 8 1st floor toilets 4 2nd floor toilets 2	14

9.8 Supervision

- 9.8.1 At least one competent fully trained and experienced supervisor is required, to be part of eight (8) personnel mentioned above.
- 9.8.2 The supervisor will conduct daily inspections to ensure that the cleaning is conducted at the required standard.
- 9.8.3 The Cleaning supervisor shall be a trained first aider for her/his team. The qualification for the first aider shall be obtained within the first six months of the contract and will be for the contractor's cost.

9.9 Consumables

9.9.1 The cost of the cleaning consumables, refuse/waste bags (heavy duty), chemicals, detergents and disinfectants shall be for the contractor's cost.

9.9.2 The bidder shall supply environmentally friendly cleaning products, which includes but not limited to the following: Hand soap, dish washing liquid, window cleaning materials, carpet powder, furniture polish, multipurpose cleaning materials, **(Note that all cleaning materials and surface disinfecting products must be approved by SABS and/or NRCS).**

9.10 Damages and Compensation

9.10.1 The service provider will be held responsible for any damage or theft by his/her employees or due to their neglect whether in the normal execution of their duties.

9.10.2 In the case of damages to carpets, furniture, equipment, etc. resulting from the rendering of the cleaning service, the service provider shall rectify/repair the damage immediately after notification by the Facilities Manager or IMT Management.

9.10.3 If the service provider fails to act after notification, IMT will rectify the damages and costs will be recovered from the service provider's account.

9.11 Uniform Clothing

9.11.1 Attention should be given to the good presentation and appearance of cleaning personnel.

9.11.2 All personnel are to be dressed in good and clean quality uniform, with name/identification badges, shoes, gloves etc. supplied by the service provider.

9.11.3 All worn-out uniform and name/identification badges must be replaced with immediate effect at the service provider's cost.

9.12 Cleaning Material/Chemicals & Equipment(s)

9.12.1 The Bidder shall indicate specific types of cleaning materials/chemicals and equipment(s) to be used, as well as required quantities on a monthly basis, which will be made available for the duration of this contract by the service provider.

9.12.2 The Bidder shall provide MSDS of products and a register of equipment(s) that will be supplied for cleaning purposes.

9.12.3 IMT will provide designated storage area for chemicals. No other storage shall be used other than the one identified by IMT.

9.13 Flammable and/or poisonous substances

- 9.13.1 The service provider shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the IMT for the rendering of the services or any other purposes.
- 9.13.2 Cleaning staff should be trained on every aspect relating to the handling of all equipment that they use with regard to this contract.
- 9.13.3 The service provider will be held responsible for any damages or injuries arising from any misuse or negligent use of such equipment by one of their "on-site" staff member.
- 9.13.4 The cleaners will be trained in the correct sorting of waste, importance and procedures in recycling and the impact this has on the environment.
- 9.13.5 Cleaning staff must undergo in-house training that covers OHS compliance.

10. **CRITICAL CRITERIA**

Critical criteria requirements are listed separately in Annexure B.

11. **ADDITIONAL REQUIREMENTS**

- 11.1 Special contractual requirements are negotiated technical and project management stipulations that will become contractually binding on the successful bidder. These requirements are specific to an order and are over-and-above those prescribed in the bid documentation.
- 11.2 Special Requirements are distinct from critical criteria in that they do not contribute to the source selection decision. The bidder must, however, supply the necessary proof as indicated per special requirement criterion.
- 11.3 **It is to be noted that, although special requirement criteria do not contribute to the source selection process, non-compliance with some of the identified special requirement criteria may result in the inability to award the contract or the cancellation of the contract.**
- 11.4 Those specific criteria are clearly identified with Suspensive Clauses.
 - **Security Clearance** – The Service Provider shall ensure that all cleaning staff and handyman to be deployed at IMT must obtain a **Security Clearance of Secret**. In case of replacement, a temporary replacement shall be allowed to obtain a police clearance up to 2 weeks, thereafter a secret clearance shall be obtained from Armscor Personnel Evaluation Division (APED).
 - **South African Citizens** – The Service Provider shall ensure that all cleaning staff and handyman to be deployed must be South African Citizens. No person with dual citizenship will be allowed to work on the IMT site.

12. **DEPLOYED CLEANING PERSONNEL UNDER THE INFLUENCE OF INTOXICATED SUBSTANCES**

12.1 Requirement:

Deployed Cleaning Personnel shall not be allowed to commence their duties if they are under the influence of intoxicated substances.

12.2 Motivation:

Due to the security sensitive nature of IMT and the fact that cleaning personnel (and handyman) shall be exposed to this use of chemicals, cleaning personnel shall not be allowed to commence shift duties if the employee is under the influence of any intoxicated substance.

12.3 Control:

The Service Provider (Supervisor) shall be responsible to inspect the cleaning personnel on a daily basis to ensure that cleaning personnel are not under the influence of intoxicated substances.

It shall be the responsibility of the Service Provider to ensure that required staff levels are maintained at all times and, in these instances, the Service Provider shall ensure that the applicable staff compliment is maintained.

13. **INSURANCE AND INJURIES**

13.1 Requirement:

The Service provider is responsible for the registration of his personnel with the Commissioner and to provide his Cleaning personnel with the necessary insurance.

13.2 Motivation:

IMT has no liability toward the Accident Commissioner for any of the Service Provider staff and also has no liability with regard to the insurance of accidental cover toward the Service provider and / or his Cleaning personnel (including handyman). The Service Provider indemnifies IMT against any such a liability.

14. **DATES OF COMMENCEMENT AND TERMINATION OF SERVICES**

The successful Bidder will be expected to commence with cleaning and gardening/handyman services on 1 April 2022 until 31 March 2025.

15. **RATE OF DELIVERY**

Services will be rendered on a daily basis (Monday to Friday) excluding public holidays for a period of 36 months for the period as stated above.

16. **INDUCTION**

The Contractor and its workers will be required to conform with the organisational procedures and operational policies applicable to them.

17. **SITE ESTABLISHMENT**

17.1 **IMT representative will review the procedures and policies during Induction.**

- a) Emergency preparedness procedure
- b) SHE policy and Safety file
- c) Oath of non-disclosure
- d) IMT code of conduct

18 **INSPECTIONS**

18.1 Inspections will be conducted by the Contractor, Facility Manager, Project leader and/or IMT representative with regards to the Project plan and quality of workmanship rendered by the contractor.

18.2 The Facility Manager will be the person that does all liaisons on behalf of IMT with the service provider.

19 **MEETINGS**

19.1 Planning session shall be convened at which representatives of the Contractor and IMT's will be present to discuss the following:

- a) Project plan.
- b) CoC (certificate of conformity).
- c) Non-conformances.
- d) ADHOC activities.
- e) SHE (Safety, Health and Environment) requirements.

20 **EVALUATION PROCESS FOR BIDS/QUOTES RECEIVED**

The Bid received will be evaluated according the process depicted in Figure 1 below.

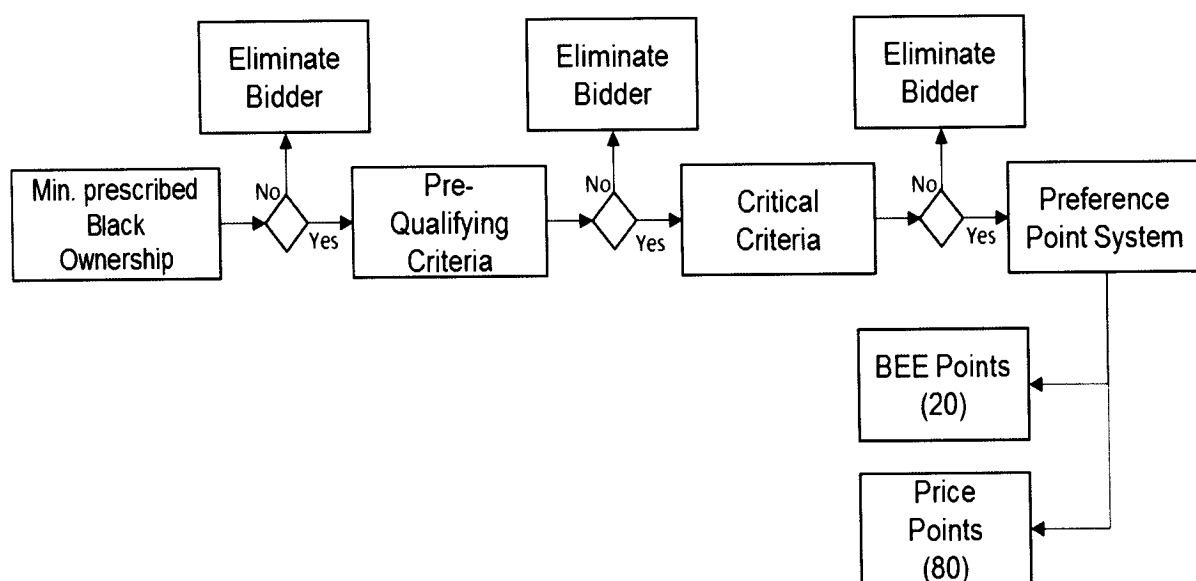


Figure 1: Bid/Quote Evaluation Process

21 PRE-QUALIFICATION

21.1 **Mandatory Black Equity Ownership**

Minimum Black Equity Ownership: 35%

21.2 **Pre-Qualification Criteria (Regulation 4)**

The bidder shall be at least a QSE/EME, Level 2 B-BBEE or better Contributor. The bidder shall submit valid proof of B-BBEE status of his / her company in the form of:

- a) A sworn affidavit, or,
- b) CIPC B-BBEE certificate, or,
- c) A valid B-BBEE certificate issued by a SANAS accredited B-BBEE verification agency.

Failure to comply with the pre-qualification criterion shall result in the bidder being disqualified from further evaluation.

22 ITEMISED BILLING / PRICE BREAKDOWN

Institute for Maritime Technology – Period: First 12 Months					
Monday to Friday: Cleaning and Handyman			Values VAT Excluded		
Item	Description	Qty	Offered Unit Price (Per month)	Calculated Sub Total (Per month) <i>Qty X Offered Unit Price</i>	Total for 12 month period <i>Calculated Sub Total X 12</i>
1.1	Cleaner (Supervisor) (Monday to Friday)	1	R	R	R
1.2	Cleaner (General) (Monday to Friday)	5	R	R	R
1.3	Tea Lady (Monday to Friday)	1	R	R	R
1.4	Handyman (Monday to Friday)	1	R	R	R

Institute for Maritime Technology – Period: First 12 Months					
Monday to Friday: Cleaning and Handyman			Values VAT Excluded		
Item	Description	Qty	Offered Unit Price (Per month)	Calculated Sub Total (Per month) <i>Qty X Offered Unit Price</i>	Total for 12 month period <i>Calculated Sub Total X 12</i>
1.5	Cleaning Material and equipment	1	R	R	R
1.6	Quarterly or 4 times per year deep clean [chemical cleaning] of all toilet facilities as indicated in Table A above	1	R	R	R
Total for 12 months					R

23 **COST DETERMINATION**

The price for Year one (1) [12 months] is fixed.

IMT shall calculate the prices for (year 2) and (year 3) and escalate year 1 prices at 6% for budgetary purposes only to determine the ceiling amount for the 36 month contract period.

Year 2 and Year 3 shall not be fixed and subject to the following:

IMT will calculate the revised labour rates (for year 2 and year 3) at least one month before the new period commence as per the applicable SEIFSA Index available for "all hourly paid employees", (Table C-3), published for that year.

APPENDIX 1: General and Special requirements

1. DEFINITIONS AND INTERPRETATIONS

In these terms and conditions, the expressions defined below shall have the meanings assigned to them unless contrary to or inconsistent with the context of the ORDER.

- 1.1. **"INSTITUTE FOR MARITIME TECHNOLOGY, A DIVISION OF ARMSCOR SOC Ltd"**, Registration Number 1968/008611/06, with domicilium citandi et executandi and postal address as indicated on ORDER, hereinafter referred to as IMT, situated at Simon's Town.
- 1.2. **"AGREEMENT"**, means the agreement between IMT and the SERVICE PROVIDER and consists of the ORDER and the acceptance of the ORDER by the SERVICE PROVIDER.
- 1.3. **"SERVICE PROVIDER"**, means the legal entity who has accepted the ORDER as defined hereunder, with domicilium citandi et executandi as stated on the notice accepting the ORDER, or in the case of verbal acceptance, as stated on the first written notice related to the AGREEMENT.
- 1.4. **"IMT FACILITY MANAGER"**, the IMT Facility Manager is the person appointed as such by the Senior Manager of IMT, to manage the contract.
- 1.5. **"DELIVERABLES"**, means the delivery of services and/or goods and/or installations by the SERVICE PROVIDER in connection with the ORDER, under this AGREEMENT.
- 1.6. **"GENDER AND PLURAL"**, unless inconsistent with the context, and expression which denotes gender includes the other gender, which denotes a natural person includes a Jurassic person and vice versa, and which denotes the singular includes the plural and vice versa.
- 1.7. **"OFFICIAL LANGUAGE"**, the official language of this offer is English.
- 1.8. **"ORDER"**, means the document printed as a separate document, together with any appendices, and in terms of which the SERVICE PROVIDER is instructed by IMT to deliver the service.
- 1.9. **"SERVICES"**, the services required by the AGREEMENT are the specified services defined in the Scope of Work.
- 1.10. **"BIDDER"**, means the person named in the ORDER for the performance of any part of the ORDER, or the person to whom any part of the ORDER has been granted by the SERVICE PROVIDER, and includes successors and assigns of such person.
- 1.11. Any appendices to the ORDER shall form an integral part of the AGREEMENT.
- 1.12. Any special terms and conditions of AGREEMENT are included in the ORDER.
- 1.13. Should there be any contradiction between these General Terms and Conditions of Agreement and the ORDER (including the appendices thereto and the Special Terms and Conditions of Agreement, if any), the ORDER shall have priority.
- 1.14. In the event of any of the provisions contained in this AGREEMENT being invalid or unenforceable in any respect under law, the validity and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired thereby, subject however to the provision that the parties shall have the right to amend the AGREEMENT to comply with the provisions of the applicable laws and regulations in order to give effect to the true intent and purpose thereof.

2. CONDITIONS

2.1. General Conditions

This **ORDER** is subject to the stipulations of Armscor's Contract Conditions (A-STD-0020), latest issue. For the purpose of this contract all references in A-STD-0020 to Armscor must be read as **INSTITUTE FOR MARITIME TECHNOLOGY**, a Division of Armscor SOC Ltd.

It is the **SERVICE PROVIDER'S** responsibility to ascertain himself of the Contract

The Terms and Conditions (A-STD-0020), which is available on the Armscor Website (www.armscor.co.za).

2.2. Confidentiality

The contents of the AGREEMENT and any DELIVERABLES delivered in pursuance thereof are confidential and neither party shall disclose any information relating thereto to any person without the written consent of the other party to the AGREEMENT or unless it is specifically required for purposes of performance in terms of the AGREEMENT.

The SERVICE PROVIDER undertakes not to disclose any information, related to any product or product range of IMT and inclusive of products or product ranges forming part of this AGREEMENT, to members or representatives of the media, or to answer any questions put forward by the media and which questions are related to such products or product ranges, without obtaining prior written and specific authorization from IMT authorizing the SERVICE PROVIDER to disclose such information or answer such questions by the use of specifically worded statements or answers.

The parties undertake not to publicize or discuss any confidential information to or with any person, unless as it will become necessary to conduct normal business.

The parties undertake in particular not to publicize any information regarding each other's business as well as to keep matters regarding the businesses discount structure, price principles, clients, personnel and salary matters and other financial information strictly confidential.

The SERVICE PROVIDER undertakes to sign a "Non-Disclosure Agreement", which is binding to the SERVICE PROVIDER and his personnel, his subcontractors and any other person or institution bound to the SERVICE PROVIDER, directly or indirectly. The purpose of this "Non-Disclosure Agreement" is to control and regulate the announcement of any information regarding IMT, his clients, SERVICE Provider's, subcontractors and associated institutions. The SERVICE PROVIDER will ensure that his personnel and subcontractors understand the "Non-Disclosure Agreement" and bind them to this agreement to the same extent as himself. This does not indemnify the SERVICE PROVIDERS of any liability that may develop with regard to the "Non-Disclosure Agreement".

2.3. Equipment

IMT is entitled to procure any equipment and to put such equipment to the disposal of the **SERVICE PROVIDER** to use in accordance to the agreement. All such equipment will stay the exclusive property of **IMT** and the **SERVICE PROVIDER** will ensure that his employees and subcontractors will treat this equipment with the necessary care.

2.4. **Relevant Legislation and Applicable Laws**

It is the sole responsibility of the SERVICE PROVIDER to familiarize itself with the content of all applicable legislation and to adhere to any provisions contained in the legislation.

This AGREEMENT is subject to and shall be interpreted and construed in terms of the laws of the Republic of South African.

2.5. **Rules and Regulations**

The SERVICE PROVIDER is responsible and liable to ensure that all rules and regulations of IMT (contained in Standard Operating Procedures [SOPs] are kept, obeyed and executed by himself, his personnel and his subcontractors.

2.6. **Statutory Regulations and Amendments**

The SERVICE PROVIDER is subjected to the legal regulations of the labour legislation and must comply with such regulations. The SERVICE PROVIDER must comply and indemnify IMT against any claims or cost that might arise from claims against the SERVICE PROVIDER or IMT due to the SERVICE PROVIDER'S non-compliance or alleged non-compliance.

2.7. **Cleaning Personnel not meeting required levels of Service Delivery**

The SERVICE PROVIDER shall ensure cleaning staff members maintain the expected performance levels of cleaning services daily.

2.8. **Security Clearances for Deployed Cleaning Personnel**

The SERVICE PROVIDER shall ensure personal security clearance applications shall be completed and handed to the IMT Project Leader for processing by the Armscor Personnel Evaluation Division (APED).

Personal evaluation security interview (PESI) shall be conducted and Oath of non-disclosure agreement (NDA) must be completed and signed before contracting work commence on site.

The PESI and NDA will initially suffice for commencement of duties. The Service Provider shall, however, provide certified copies of the cleaning personnel's Clearance Certificates to The IMT Project Leader upon issuing.

Cleaning personnel that cannot obtain or maintain the required security clearance will immediately be replaced by the Service Provider.

2.9. **Statutory Costs - Value Added Tax**

The amount of VAT invoiced must be shown as a separate item on the invoice. The stipulations of Article 20 of the VAT Act must otherwise strictly adhere to.

3. **PAYMENT CONDITIONS**

This is a service rendered contract where invoices will only be accepted after completion of the services rendered on a monthly basis. IMT will pay the approved invoices on or before the **30 working day** after receipt of an invoice from the **SERVICE PROVIDER**, which will be certified by The IMT Project Leader.

3.1. **Address**

All invoices must be sent to:

The Finance Manager

INSTITUTE FOR MARITIME TECHNOLOGY a Division of Armscor SOC Ltd.
PO Box 181
Simon's Town 7995

4. DECLARATION OF INTEREST

The **SERVICE PROVIDER** declares that no one of **IMT's** personnel or their families is in partnership with him or has any share or any direct interest in his business. The **SERVICE PROVIDER** acknowledge the fact that if any such partnership or shareholding realized at any stage, it may lead to the termination of this contract.

5. NOTICES

Any written notices or correspondence required by this agreement or developed from this agreement must be sent by pre-paid registered mail or delivered by hand at the addresses specified in paragraph 3.1.

6. EARLY TERMINATION

IMT requires a minimum of 90 days written notice before the actual cancellation date, and all costs that have been incurred during that period will be for the service provider's account, including the costs for cancellation of sub-contracts.

7. DOMICILIUM CITANDI ET EXECUTANDI

The parties agree to choose their Domicilium Citandi et Executandi for the purpose of all aspects of this agreement as:

INSTITUTE FOR MARITIME TECHNOLOGY

Postal Address:

INSTITUTE FOR MARITIME TECHNOLOGY, a Division of Armscor SOC Ltd.
PO Box 181
Simon's Town
7995

Physical Address:

INSTITUTE FOR MARITIME TECHNOLOGY
Martello Road
Simon's Town
7995

SERVICE PROVIDER

Postal & Physical Address

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APPENDIX 2**MINIMUM WAGES DECLARATION**

This declaration shall be signed by a duly authorised person in the bidder's organisation.

I _____
_____ (insert name of signatory), an authorised representative

Of _____
_____ (Insert Company's name) hereby confirm that the staff deployed at IMT
shall be remunerated as promulgated at least the minimum that includes but not limited
to the following:

- Basic Salary
- Overtime Allowance
- Public holiday allowance
- Leave provisions
- Statutory annual bonus

BIDDER AUTHORISED SIGNATURE: _____

CAPACITY: _____

DATE: _____

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Critical Criteria (Page 1 of 2)

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.) Prospective bidders shall be required to attend a compulsory bidders briefing where the bidders will be exposed to a site visit of the IMT facility, failure to do so shall result in automatic disqualification.

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

- 2.) The bidder shall be registered with the National Contract Cleaners Association (NCCA).

Proof of Compliance 2: The bidder shall supply proof of valid registration with the National Contract Cleaners Association Certificate for the Bidder/company.

- 3.) The bidders shall provide two (2) contactable company references (from clients) on the client's company letterhead within South Africa confirming the rendering of cleaning services or similar work conducted within the last 60 months.

Proof of compliance 3: The bidders shall provide proof of references (letters from 2 clients) and submit it with the completed RFB/Bid/proposal document, which shall be used for the evaluation of compliance with the critical criteria. (The letters of verification of successful completion or services provided from the client on the client's company letterhead must include the appointment (of bidder), description of services and year completed or currently provided).

- 4.) The bidder shall pay his / her employees at least the minimum wages prescribed by legislation.

Proof of Compliance 4: The bidder shall sign a declaration (**APPENDIX 2**) to confirm that the cleaning personnel and handy-man deployed at IMT receive at least the

RESTRICTED

minimum wage as prescribed in Basic Conditions of Employment Act and submit it with the RFB/BID document.

- 5.) The bidder shall submit a valid/in-date Letter of Good Standing from the Department of Labour for the bidder (company) and submit it with the completed RFB/proposal document.

Proof of Compliance 5: The bidder shall submit a copy of the valid Letter of Good Standing from the Department of Labour signed by the Compensation Commissioner as prescribed by section 89 of the Compensation for Occupational Injuries and Diseases Act, 1993 and submit it with the RFB/BID document.

- 6.) The bidder shall include in their offer/proposal an itemised proposal/quotation.

Proof of compliance 6: The bidder shall submit an itemised quotation for the staff required and include their tariffs/rates required for the cleaning and handyman service including the quarterly deep cleaning of all toilets including urinals as outlined in paragraph 22 in Annexure A (for items 1.1 to 1.6) and submit it with the RFB/BID document.

- 7.) The Bidder shall provide an appropriately experienced and qualified Handyman with at least a Minimum of 36 months experience within corporate / public / private sector.

Proof of Compliance 7: The Bidder shall provide a detailed CV with a minimum of a Grade 12 certificate or NQF equivalent of the Handyman and submit it with the Bid / Proposal; failure to do so shall result in disqualification.

- 8.) The Bidder shall comply fully with the Statement of Work as per Annexure A.

Proof of Compliance 8: The Bidder shall complete and sign in full Annexure C "IMT Declaration of Conformity and Compliance with the Statement of Work Requirements" and submit it with the completed RFB/proposal document; failure to do so shall result in disqualification.

RFB Nr R&D/IMT-2022/001 ANNEXURE C

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

The Bidder must complete the following table to confirm compliance with the
Statement of Work requirements in Annexure A.

Non-compliance with the Statement of Work (SOW) requirements in Annexure A will
invalidate the received Offer/Bid. The Bidder must submit this document with the
completed RFB/ Proposal document.

I, (name and
surname).....
....., the
(position).....
.....of (company
name).....

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

We, the undersigned, declare that:

- (a) We have examined and declare that I/we comply with the relevant
experience/capabilities, and have no reservations with the **Statement of Work
Requirements, as described in Annexure A.**
- (b) We undertake, if our Bid is accepted, to deliver the goods and services in
accordance with Annexure A.

Signature.....Date.....

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