

INVITATION TO BID

REQUEST FOR BID DESCRIPTION: **SUPPLY AND DELIVERY OF COMPREHENSIVE ONSITE CATERING SERVICES TO THE ARMSCOR HEAD OFFICE FOR A PERIOD OF 36 MONTHS**

TABLE OF CONTENTS

KD 17	12 Pages
Annexure / Appendix:	Annexure A-8 Pages Annexure B-7 Pages Annexure C-11 Pages Annexure D-9 Pages Appendix A-3 Pages Appendix B-2 Page Appendix C-2 Pages Appendix A1-1 Page
Questionnaire:	2 Pages
BBBEE Compliance:	4 Pages
Declaration of Interest:	2 Pages
Defence Sector BBBEE	1 Page
Annexure 1 to KD 24	1 Page
Annexure 2 to KD 24	2 Pages
Annexure 1 to KD 25	2 Pages
KD 27	5 Pages

NOTE:

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

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

RETURNABLE DOCUMENTS CHECKLIST

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

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

BIDDING STRUCTURE

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

Only fill the relevant category:

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

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

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

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

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

If Joint Venture or Consortium, indicate the following:

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

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

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

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

Declaration:

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

.....
Name

.....
ID number

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 Catering Service Agreement (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 Catering Service Agreement, 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:

SUPPLIER REGISTRATION

1.1 Bidders must register on the National Treasury Central Supplier Database (CSD) in terms of National Treasury Instruction Note 3 of 2016/17.

1.2 Bidders must electronically register for Security on Armscor website to be considered for orders which are administered by Armscor SOC Ltd on Behalf of clients.

For more information on security registration contact: -

The Security Registration

Private Bag X337

PRETORIA

0001

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

ALL BIDDERS SHALL COMPLY WITH THE FOLLOWING:

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

5. **Advance payments:**

Bidders shall furnish the price without advance payment.

6. **Performance Guarantee:**

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

7. **Commissions:**

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

8. **Tax Compliance Requirements**

It is a condition of bid 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**

8.1 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.

8.2 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.

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

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

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

8.6 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.

9. 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.

10. Defence Industrial Participation and National Industrial Participation

10.1 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.

10.2 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.

11. Mandatory local production and content for designated sectors

11.1 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.

11.2 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.

12. **Awarding of Bids**

The awarding of bids will be in terms of the Preferential Procurement Policy Framework Act, 2000; Preferential Procurement Regulations, 2022 and Armscor Preference Point System of the Preferential Procurement Regulations, 2022.

The applicable points are:

Price: (Pp)	80 Points
Specific Goals	20 Points
Total:	100 Points

The following formula will be used to calculate the points in respect of a bid up to a rand value of R50 000 000, 00 (all applicable taxes included), (Armscor may also apply this formula to price quotations with a value of less than R30 000, if and when appropriate):

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid.

RESTRICTED

KD17

BID NUMBER

: EFAC/2024/01

CLOSING AT 11:00 ON

: 02 May 2024

VALIDITY PERIOD: 90 DAYS

NAME OF BIDDER

: _____

ITEM NO	DESCRIPTION	QTY	UNIT PRICE IN FOREIGN CURRENCY	UNIT PRICE IN S.A. CURRENCY	SUBTOTAL
1	Management fee Year 1 (01 June 2024 – 31 May 2025)	12			
2	Management fee Year 2 (01 June 2025 – 31 May 2026)	12			
3	Management fee Year 3 (01 June 2026 – 31 May 2027)	12			
	Specific goal: Advancement of SMMEs - Black owned entities Two-envelope evaluation approach Transformation Requirements <ul style="list-style-type: none"> • Black Equity Ownership – 35% - Applicable • Specific Goals – Applicable - Table A 				
	TOTAL (excluding VAT)				
	VAT				
	TOTAL (including VAT)				

1. Delivery address: 370 Nossob Street
Erasmuskloof
Pretoria
0001
 2. * Period required for commencement of delivery, after receipt of order: 01 June 2024
 3. * Rate of delivery: Daily
 4. * Period required for completion of order, after receipt thereof: 31 May 2027
- * Must be completed by Bidder if not completed by Armscor

1. BID EVALUATION PROCESS

The evaluation criteria will be in line with the Preferential Procurement Policy Framework Act 2000: Preferential Procurement Regulations, 2022 and A-DOC-9046. The bids will be evaluated on a five-stage evaluation process as follows:

STAGE 1	Critical Criteria
STAGE 2	Functional Criteria
STAGE 3	Preference Point System
STAGE 4	Special Requirements
STAGE 5	Special Conditions

1.1. CRITICAL CRITERIA

Critical Criteria are those criteria that determine whether the bidder complies with certain crucial requirements to perform a task. Failure by the bidder to **comply** with any of the critical criteria will result in the bid being disqualified from further evaluation.

Critical criteria No.	Description	Evidence required
1.	The bidder shall attend a compulsory bidders briefing which shall be held on 19 April 2024 at Armscor Head Office, 370 Nossob Street, Erasmuskloof x4, Pretoria at 09:00 am .	Bidders shall complete an attendance register during the bidders briefing as confirmation of attendance.
2	The bidder shall have experience in rendering in-house catering services at corporate or government institutions within the last three (3) years (2021 to 2023).	The bidder shall submit two (2) verifiable and contactable reference letters on the clients' letterhead, signed by a duly authorised person. One (1) of these letters must be from an existing client. NOTE: 1) The reference letters shall include the following information: a) Name of the bidder b) Duration of services/contract. (the current contract must have been running for at least one year). c) Start and end date of contract. d) Type of service rendered. e) The client contact details.

ANNEXURE A

		<p>2) Armscor reserves the right to conduct reference checks on all references provided, this includes site visit of the existing client.</p> <p>Should the references not be contactable to confirm the required information, the bidder will be disqualified.</p>
3	<p>The bidder shall be a registered South African entity.</p>	<p>The bidder shall submit:</p> <ul style="list-style-type: none">a) A copy of a valid CIPC incorporation documentation as proof of registration for a Close Corporation or valid copies of Share Certificates for a Company and;b) Valid certified copies of the identity documents of the persons listed in the CIPC documentation also where the shares belong to individuals.

ANNEXURE A

1.2. FUNCTIONAL CRITERIA

- 1.2.1 Each bid that complies with all critical criteria set under stage above will be evaluated further under functionality criteria.
- 1.2.2 Each bidder will be evaluated and allocated points based on the evidence provided against each criteria.
- 1.2.3 There are three (3) functionality criteria with a total of 80 points.
- 1.2.4 Any bidder who will score less than 75% will be disqualified from further evaluation.

Criteria	Description	Compliance Evidence	Points Allocation
1	The bidder shall be a registered member of Federated Hospitality Association of Southern Africa (FEDHASA).	The bidder shall submit proof of valid membership with FEDHASA. Note: 1) Armscor reserves the right to verify authenticity of the provided membership.	a) The bidder submitted valid proof of membership with FEDHASA= [25 points] b) The bidder did not submit valid proof of membership with FEDHASA= [0 points]
2	The bidder shall appoint a Chef with an accredited qualification.	The bidder shall submit the Chef's certified copy of qualification. Note: 1) The commissioner of Oaths shall certify the qualification.	a) The bidder submitted a National Diploma/3 years qualification in cookery/food preparation/chef/culinary arts qualification = [30 points] b) The bidder submitted a Diploma/1 year qualification in cookery/food preparation/chef/culinary arts qualification = [10 points] c) The bidder submitted a Certificate qualification = [5 points] d) The bidder did not submit any qualification/submitted an

ANNEXURE A

3.	The bidder shall allocate a key resource (site/branch manager) that has a hospitality management qualification to manage the total operations.	The bidder shall submit a certified copy of hospitality management qualification. Note: 1) the commissioner of Oaths shall certify the qualification.	uncertified qualification = [0 points]
			<p>a) The bidder submitted a Degree qualification = [25 points]</p> <p>b) The bidder submitted a National Diploma qualification = [15 points]</p> <p>c) The bidder submitted a Certificate qualification = [5 points]</p> <p>d) The bidder did not submit any qualification = [0 points]</p>

ANNEXURE A

1.3. PPS 80 (Price) / 20 (Specific Goals) Preference Point System

1.3.1. The applicable Specific Goal is **Advancement of SMMEs - Black Owned Entities.**

1.3.2. The Specific Goal Points will be awarded as per the table below.

No	Black owned entities	80/20 Preference Points System
1.	EMEs or QSEs entities which are 100% black owned	20
2.	EMEs or QSEs entities which are 51% - 99% black owned	16
3.	EMEs or QSEs entities which are 35% - 50% black owned	8
4.	EMEs or QSEs entities which are 0% - 34% black owned	0

1.3.2.1. Evidence required:

1.3.2.1.1. The Bidder shall submit with the Bid documents the BEE certificate (BBBEE certificate issued by a SANAS accredited verification agency), CIPC BBBEE certificate and or completed BBBEE Sworn affidavit as a proof of compliance to claim preference points.

1.3.2.1.2. If the Bidder is an unincorporated Joint Venture (JV) or Consortium, the Bidder shall submit with the Bid, a consolidated proof of B-BBEE status.

1.3.2.1.3. Should the bidder fail to submit the evidence above, then the bidder shall score no points for PPS.

1.3.3. The Specific Goal points will be added together with price points to determine total PPS points.

1.3.3.1. Each bid that complies with all the critical criteria set in Stage 1 and achieves the minimum score of 75% from the functional criteria shall be further evaluated in terms of the 80 (Price)/ 20 (Specific Goals) Preference Point System .

1.3.3.2. As per the Preferential Procurement Regulations of 2022 Regulation 3(2)(b): the 80/20 PPS shall apply.

Price: maximum 80 points

Specific Goals: maximum 20 points

1.3.4. The price points allocation will be based on the price indicated in the KD17 including VAT.

ANNEXURE A

1.4. SPECIAL REQUIREMENTS

- 1.4.1. Special requirements are non-negotiable, are required over and above the critical and functional criteria, and form part of the selection process.
- 1.4.2. Should the bidder fail to submit with the bid, evidence required for these requirements, the bidder will be afforded five (5) working days from date of notice to submit the required evidence.
- 1.4.3. Failure to submit the required evidence within the specified period will deem the bid non-responsive and not eligible for award.
- 1.4.4. Special requirements applicable to this RFB are detailed hereunder:

No.	Description	Evidence required
1.	The bidder shall be registered with the Compensation Commissioner as described by section 89 of the Compensation for Occupational Injuries and Diseases Act (COIDA), 1993 as amended.	The bidder shall submit a valid Letter of Good Standing with the Compensation Commissioner as described by section 89 of the Compensation for Occupational Injuries and Diseases Act, 1993
2	The bidder shall appoint a Chef with a minimum of three (3) years' experience to prepare meals for between 120-200 persons.	<p>The bidder shall submit one (1) verifiable and contactable reference letter on the clients' letterhead, signed by a duly authorised person.</p> <p>NOTE:</p> <p>1) The reference letter shall include the following information:</p> <ul style="list-style-type: none"> a) Chef's Name b) Duration of service provided. c) Type of services rendered. d) The client contact details. <p>2) Armscor reserves the right to conduct reference checks on the reference provided.</p>
3	The bidder shall allocate a site/branch manager with a minimum of three (3) years' experience in a corporate or government institutions catering management.	The bidder shall submit one (1) verifiable and contactable reference letter on the clients' letterhead, signed by a duly authorised person.

ANNEXURE A

		<p>NOTE:</p> <p>1) The reference letter shall include the following information:</p> <p>a) Site/branch manager' name</p> <p>b) Duration of service provided.</p> <p>c) Type of services rendered.</p> <p>d) The client contact details.</p> <p>2) Armscor reserves the right to conduct reference checks on the reference provided.</p>
4	The bidder shall offer affordable priced meals.	The Bidder shall complete the meal price schedules.
5	The bidder shall agree and fully comply with the service level agreement.	The bidder shall complete and sign the Bid Condition Acceptance Form on page 7 of the KD17 of the RFB and submit with the Bid.

1.5. SPECIAL CONDITIONS

1.5.1. Special Conditions are additional to the service agreement. If the bidder is non-compliant with the special conditions, Armscor will grant the preferred bidder reasonable opportunity to comply before the commencement of the contract. Within 14 days from award date, the preferred bidder will be required to submit the documentation and/or comply with the conditions listed hereunder.

1.5.2. Black Equity Ownership – Condition 1

1.5.2.1. Minimum Black Equity Ownership of 35% is applicable: The Bidder shall at least have a 35% Black Equity Ownership.

1.5.2.2. Evidence required: The bidder shall either submit a valid BEE Certificate (BBBEE certificate issued by SANAS accredited verification agency), CIPC BBBEE certificate or a completed BBBEE Sworn Affidavit as proof of compliance.

1.5.2.3. Note for Joint Ventures: If the bidder is a Joint Venture (JV) or Consortium, the bidder shall submit with the bid, a consolidated proof of B-BBEE status.

1.5.3. Security Clearance – Condition 2

1.5.3.1. Due to the security sensitive nature of Armscor, all the bidder's employees and its owners/shareholders must have a security clearance of Secret and Confidential respectively.

1.5.3.2. The bidder shall ensure that all its employees that will be deployed at the Armscor HQ obtain and maintain the requisite security clearance.

1.5.3.3. The cost associated with the first application of the Security Clearance are for Armscor's account. Any subsequent security

ANNEXURE A

clearance required will be for the bidder's cost. The cost for 2024/25 financial year is R23 477,00 excluding Vat for Secret and R 3 812,00 excluding Vat for Confidential per application.

- 1.5.3.4. Armscor accepts no liability with respect to any negative outcome of a security clearance. Refer to Appendix A1 for documentation required for the security clearance.
- 1.5.3.5. No foreign nationals including those with permit or any person with a dual citizenship will be allowed to be part of the project at whatever level including the owner of the company.
- 1.5.3.6. Bidder's employees and owners to be deployed at Armscor HQ must be South African Citizens.
- 1.5.3.7. All the bidder's employees and owners will have to sign the Non-Disclosure Agreement form before commencement with the project.

STATEMENT OF WORK

1. BACKGROUND

The purpose of this scope of work is for the supply and delivery comprehensive onsite catering services to the Armscor Head Office Complex for a period of 36 months (1 June 2024 – 31 May 2027).

The service provider is required to:

- Supply comprehensive onsite catering services to the Armscor Head Office Complex situated at 370 Nossob Street, Erasmuskloof, Pretoria for a period of 36 months (1 June 2024 – 31 May 2027).
- Catering services in this instance is defined as Breakfast, Lunch, Functions, and Special Events.
- Breakdown of defined services listed in scope of work.
- Comply with all Occupational Health and Safety requirements.
- If any of the items are discontinued during the 3 year project, the supplier shall inform the company thereof and make proposals for alternatives.

2. SCOPE OF SUPPLY REQUIRED

For the following meal and beverage requirements, the service provider shall provide 5 buffet meal options with pricing structure for the clients consideration. The requirement will be agreed upon in the service level agreement.

BREAKFAST

- Breakfast must be served from 08:00am until 10:00am (seated and takeaways).
- Breakfast service should include hot and cold items for example: fried eggs, boiled eggs, bacon, sausages, cheese grillers, toasted sandwiches, fried tomatoes, loose seasonal fresh fruit, porridge, slices of bread / toast (brown and white bread), hot and cold cereals, yoghurt, fruit salads, scones and muffins.

LUNCH

- Lunch must be served from 12:00pm until 14:00pm (seated and takeaways).
- The lunch menu must be a 2 week variable menu.
- Lunch service to include but not be limited to the following items: minimum 2 types of protein, 2 types of vegetables, 2 salads, 2 type of starches, vegetarian meals, loose seasonal fresh fruit, and cold drinks.
- Lunch services should also include but not limited to Braai Fridays, Live Stations, Chefs Special etc. and follow the yearly calendar to provide meals per special calendar events e.g., Africa day, Youth Day etc.
- The service provider shall provide two types of meat (grade B and C), and price according to the agreed market related pricing.
- The service provider shall provide class II vegetables and fruit.
- The service provider shall be requested to use environmentally friendly packaging.
- Enough food to be available during breakfast and lunch services (minimum meal to be prepared daily).

ANNEXURE B

KIOSK

- The service provider shall provide a kiosk at the canteen area, this should include but not be limited to variety of take away services, snacks, cold drinks, chocolates, peanuts, healthy snacks etc. The kiosk will operate from 08:00am to 15:00pm.

HEALTH BAR

- The service provider shall provide a health bar at the canteen area, this should include but not be limited to variety of healthy food options meant for employees who prefer healthier options as well as provision for salads and fruits. The kiosk will operate from 11:00am to 14:00pm.

COFFEE LOUNGE

- The service provider shall manage and provide coffee lounge services in the separate coffee lounge, this should include but not be limited to variety of pastries, cakes, and coffee and tea options. The coffee lounge will operate from 08:00am to 15:00pm.

VENDING MACHINES

- The service provider will be required to provide, maintain and manage one (1) cashless vending machines on both sides of the building (Armcor and Defence). This implies two machines will be placed.
- The vending machines should be refilled with various types of snacks (chocolates, Sweets, peanuts etc.), various types of crisps, various types of soft drinks (bottles & cans), various types of juices (bottles & cans) etc., including healthy snacks.
- All contents in the machines must always be well within their expiry date and the machines should be replenished at minimum every two weeks.
- The vending machines must be SABS approved and energy efficient.
- The service provider will recover vending rental and content costs from the sales made.

CATERING FOR MEETINGS / FUNCTIONS AND EVENTS

- The client reserves the right to utilise the services of other catering service providers for meetings / functions, this will be informed by specific requirements at any given time.
- The client cannot guarantee the number of meetings to be catered for nor the number of staff officials to procure food and services.
- The service provider shall purchase groceries and services required to deliver on the clients request and recover the monies from meetings / functions etc. on separate invoices per event.
- The service provider will be required, on ad-hoc basis, to render catering services for the clients meetings and functions e.g., EXCO, Board, departmental meetings, farewells, sport days etc.
- These meetings/functions may be held on-site or off-site. Some of the meetings can be held very early in the morning or late after hours, even on weekends or holidays. For off-site meetings/functions/events, the service provider must ensure that the food is kept within the required temperature level.
- The service provider will bill the relevant client for such orders; and the client will certify such for payment in accordance with the service level agreement.
- The service provider shall create quotations for all function orders within 5 hours of receiving a request and quotations must be accepted and approved by the authorizer before confirmation of the order.

ANNEXURE B

COFFEE MACHINES

- The service provider will be required to service and maintain a predetermined amount of coffee machines located in the Armscor building.
- The service provider will ensure sufficient coffee stock, cleaning agents and any other consumable or agents required to keep such machines running effectively.

SUNDRIES AND CONSUMABLES

- The service provider will be required to provide sundry requirements to the corporation i.e. Milk and recover the costs against departmental issues on a monthly basis by means of invoice.
- The service provider will also be required to provide adhoc sundry requirements that may arise out of new requirements and to recover the costs thereof from the client account.

3. SECURITY, HEALTH AND SAFETY

KITCHEN EXTRACTOR FANS AND DEEP CLEANING

- The service provider will be required to outsource, an experienced qualified company to clean the kitchen canopies, (filters & extractor fans) including deep cleaning on a quarterly basis, cleaning to be strictly in accordance with SANS requirements. Quarterly certification to be issued to the IDC upon completion.
- The service provider will be required to clean and maintain all stainless-steel items to avoid rust.

SAFETY AND HYGIENE

- The supplier shall comply with the requirements of Regulation 638 of the Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972 as well as but not limited to:
 - Occupational Health and Safety Act
 - National Environmental Management Act
 - National Water Act; and
 - Waste Act.
- The service provider shall be requested to clean the canteen and all items with the cleaning chemicals in line with health and safety regulations.
- The service provider shall appoint the food service consulting hygiene specialist for food audit, physical checking, and assessing cleanliness.
- The service provider will be required to put food samples of each food item served, in the refrigerator for a period of three days daily, for testing purposes in the event of food poisoning allegations.
- The client shall reserve the right to appoint an independent hygiene specialist on a quarterly basis or when the need arises.
- The service provider will be required to train a minimum of two employees to act as SHE Representative, Fire Marshal and First Aider as per Occupational Health and Safety Act of 1998 and to comply with Armscor SHE Practices. The relevant appointments will be placed in

ANNEXURE B

notices at strategic areas in and around the main canteen.

- The service provider shall meet with the Armscor SHE specialist at least once every two months to ensure compliance with relevant policies.

PPE

- The service provider must ensure adequate provision of PPE that is compliant to all regulatory requirements of the catering service.
- All personnel should wear acceptable contractor's uniform i.e., the contractor's personnel outlook should be fit that of a corporate environment in terms of aesthetics.
- The service provider should ensure that employees are easily identified by providing name tags depicting company logo and name for their staff members i.e., company branded name tags.
- The service provider shall ensure that records are kept with regards to the issuing of the relevant PPE Requirements.

SITE FILE

The service provider must compile and provide an Armscor Head Office specific Site File within 30 working days after appointment which will include all Statutory and Management information / documents such as:

- HR Policy;
- OHS Policy and Procedures;
- Safe works Procedures;
- Risk Assessments Procedures;
- Signed 37.2 Agreement;
- Stock control procedure;
- Insurance documents/details;
- Catering Service programmes / schedule as per IDC requirement.
- Department of Labour documents e.g., COIDA, UIF etc.;
- Cleaning Certificate of Canopy Cleaning;
- Record of training of staff;
- Incident report;
- Appointment Letters; and
- Relevant Certificate for Food Acceptability at Armscor Head Office.

This file must be kept up to date and available immediately on site to any Armscor Management / SHE representative / Labour Inspector on request.

SECURITY

- On appointment to the catering service at Armscor, the service provider shall within 2 weeks submit security clearance applications with all supporting documents for all staff members due to take up positions at Armscor Head Office.
- The service provider needs to ensure that staff deployed to the Armscor Facility on a permanent or temporary basis obtain the relevant Security Clearance. The cost of these

ANNEXURE B

security clearances will be covered by Armscor.

- The service provider shall replace any employee immediately who is unable to obtain a Security clearance.
- The service provider and all its appointed employees will comply at all times to the relevant security practices of Armscor.

4. FINANCES

RECOVERY OF COSTS

- All costs incurred which do not form part of daily sales shall be recovered by means of a tax invoice accompanied by supporting authorized documents.
- These recoveries shall take place once every month and payment thereof shall take place no later than 30 days after receipt thereof.
- All costs incurred by agreements with the Department of Defence and or Ministry of Defence must be recovered directly from those clients and Armscor cannot be held liable for any costs incurred from such.
- No individual client costs may be recovered from any of the clients and must be recovered from individuals outside of this contractual agreement.
- The service provider shall ensure that they have sufficient cash flow to maintain services.

FINANCIAL SECURITY

- The client enters into a contract with the service provider based solely on agreed terms and at no other time will enter into any loan or guarantee for the service provider.
- The service provider may not hold the client liable for any loans current, future or historical incurred in the line of such business operations.

MANAGEMENT FEE

- The service provider shall indicate relevant management fee applicable in 12 month intervals and fix those costs i.e. 1 June 2024 – 31 May 2025 Rxxx xxxpm. 1 June 2025 – 31 May 2026 Rxxx xxxpm, 1 June 2026 – 31 May 2027 Rxxx xxxpm.
- Should the contract be extended by any additional period the management fee for this period will be negotiated prior to the extension.
- Any additional costs will only be paid if prior written authorization was obtained.

5. GENERAL TERMS AND CONDITIONS

THE SERVICE PROVIDER SHALL

- Appoint a suitably qualified site / branch manager to manage the services agreed to at the Armscor Head Office, this person shall always be available to address any matters arising.
- The desired Qualifications and Experience of this candidate shall be:
 - National Diploma in Hospitality Management
 - Computer Literate
 - Contract Management
 - Financial Administration Management
 - HR Management
 - SHE Management
 - SCM and Stock Control Management

ANNEXURE B

- People Skills
- Problem Solving Skills
- Minimum of 3 years' experience in a catering management role in a Corporate Catering Environment.
- Conduct business in a professional and courteous manner.
- Comply with all relevant employment legislations and bargaining council agreements (including PAYE, UIF, OHSA, and Tax Compliance).
- Ensure all personnel are in good health and pose no risk to employees of the client.
- Ensure all personnel are trained adequately to use equipment made available to provide services.
- Maintain all equipment adequately and immediately report in writing any faults or breakages.
- Inform Armscor management of any staff member who is removed from services and of such who comes in as replacement. Security clearances are applicable at all times.
- Inform Armscor Security of any service provider that is contracted to deliver services in the catering environment of their expected date and time of delivery / visits. Access control measures are applicable to all personnel and subcontractors.
- The service provider shall be liable to pay for all telephone and data costs incurred in line with its operations.
- The service provider may not use any Armscor facilities or equipment to provide services to any other client not mentioned in this bid requirement without prior written consent.

THE CLIENT SHALL

- Appoint a project manager to act on its behalf relating to the service level agreement.
- Provide a fully fitted kitchen facility, kiosk and coffee lounge to be able to provide effective services.
- Provide
 - Electricity
 - Water points
 - Refrigeration
 - Serving areas
 - Appropriate cookware
 - Cutlery and crockery
- Maintenance of the equipment and facility
- Shall not be liable for any costs incurred whereby appropriate authorization was not obtained.

SERVICE PROVIDERS EXPERIENCE IN CATERING

The service provider must have experience in rendering in-house catering services at corporates/ government institutions.

PERFORMANCE MANAGEMENT

- The service provider shall be requested to provide monthly operational reports.
- Armscor Facilities Management will appoint an evaluation committee which will rate the service provider's performance through a Supplier Performance Management Review Scorecard (to be negotiated) on a quarterly basis. Scorecards will identify areas of improvement by service providers and detail plans to address findings, penalties will be implemented when the score is below 65%.
- The service provider will be required to attend bi-monthly meetings or as and when required.
- The service provider shall also implement a client satisfaction survey and share the

ANNEXURE B

information with the relevant project manager appointed by the client, on a monthly basis.

6. TIMELINES

The order is a recurring process for a duration of 36 months commencing on 1 June 2024 and ending on 31 May 2027. The appointed service provider will be required to start on the date agreed to after award and provide the services for a period of three (3) years, subject to annual review of the service provider's performance.

**RESTRICTED
ANNEXURE C**

CATERING SERVICE AGREEMENT

**FOR PROVISION OF
A CATERING SERVICE
AT ARMSCOR HEAD OFFICE
FOR A PERIOD OF THREE (3) YEARS**

CONCLUDED BETWEEN:

(hereinafter referred to as the Contractor)

AND

ARMAMENTS CORPORATION OF SOUTH AFRICA SOC LTD

(hereinafter referred to as Armscor)

Whereas Armscor is the owner of the site situated on the premises of Erven 689, Erasmuskloof Ext 4, Pretoria (hereinafter referred to as the site); and

Whereas the Contractor has undertaken to render a service on Armscor's premises as specified in this Agreement (hereinafter referred to as the service)

The parties now agree as follows:

RESTRICTED

**RESTRICTED
ANNEXURE C**

SERVICE AGREEMENT

1. DEFINITIONS

- 1.1 Agreement means this Agreement, its Annexures and/Appendix and Armscor's scope of order;
- 1.2 Applicable laws and regulations means all national, provincial and municipal laws, regulations, by-laws or common law in force from time to time in the Republic of South Africa;
- 1.3 Armscor means the Armaments Corporation of South Africa SOC Ltd, the Client;
- 1.4 Charges means the fees and expenses payable in respect of the services in Armscor's Scope of Order issued by Armscor to the Contractor;
- 1.5 Commencement date means the date stipulated as such in clause below and is the date from which this Agreement is considered effective, regardless of the date of signature hereof;
- 1.6 Confidential Information includes, but is not limited to:
 - 1.6.1 all information in whatever form and of whatever nature relating to the business, operations and affairs of the party disclosing such information ("the disclosing party"), which is directly or indirectly disclosed to, or received by or assessed by the party receiving such information ("the receiving party") in connection with the services; including without limitation any technical, commercial scientific, marketing or business information, any documentation, marketing strategies, processes, technical specifications, development plans, concepts and ideas, any photographs or sketches taken or received, financial information, customer information or records, business plans, customer and vendor lists, products, analysis, descriptions, computer software, programming, systems, materials and / or data and all other information of any kind or nature, proprietary to or a trade mark of the disclosing party, whether in written, oral, magnetic, or machine-readable or other format;
 - 1.6.2 any trade secrets, information, process, technique, algorithm, computer program (source and object code), designs, drawings, formula or test results relating to any research project, work-in-progress, future development, engineering manufacturing, marketing, servicing, financing or personal matter relating to the disclosing party, its present or future products, services, sales, suppliers, clients, customers, employees, partners, investors and contractual and financial arrangements;
 - 1.6.3 information derived from or based upon information falling within the ambit of this Agreement and
 - 1.6.4 the details of this Agreement and its terms and conditions, the details of the negotiations leading to this contract, all the transactions and any information handed over to, or prepared by either party during the course of the parties' engagement;
but does not include information which –
 - 1.6.5 is or subsequently becomes public knowledge, otherwise than by reason of a breach of either party of their respective undertakings in terms of this contract; or
 - 1.6.6 the receiving party can establish to the reasonable satisfaction of the disclosing party before the date of this Agreement and that the receiving party was not under any fiduciary duty or other similar duty of confidentiality in respect thereof; or

RESTRICTED

**RESTRICTED
ANNEXURE C**

- 1.6.7 the receiving party can establish to the reasonable satisfaction of the disclosing party, that came to the attention of the receiving party after disclosure thereof by the disclosing party, provided that the source of such information was not known by the receiving party to be bound by or subject to a confidentiality Agreement with the disclosing party, or bound by fiduciary or other similar duties of confidentiality, in respect thereof; or
- 1.6.8 the receiving party can establish to the reasonable satisfaction of the disclosing party, was developed by the receiving party without the benefit of information provided by the disclosing party; or
- 1.6.9 the parties agree in writing that, it is not confidential information.

- 1.7 Contractor means the catering services contractor with whom this Agreement has been concluded. Note:
- 1.8 Intellectual property rights means copyright, design rights, rights in databases, trademarks, service marks, trade and business names, patents, rights in inventions, rights in domain names and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world;
- 1.9 Project leader means an employee of Armscor whom Armscor has instructed to coordinate the execution of the service under this Agreement on its behalf.
- 1.10 Scope of order means the Scope of Order issued by Armscor to the Contractor in respect of the services.
- 1.11 Services means the facilities management and / or catering services to be provided by the Contractor to the Client in terms of this Agreement and as set out more fully in the **STATEMENT OF WORK (SOW)**.
- 1.12 "Subcontractor" means any persons, firms, companies or corporations having an Agreement with the Contractor, with Armscor's full consent, for the execution of a part or parts of the Service included in the Agreement.
- 1.13 Wherever the words "approved", "satisfactory", "selected", "directed", "permitted", "inspected", "instructed", "required", "submit" or similar words or phrases are used in the agreement, it shall be understood that only Armscor is authorized to make decisions and that such words or phrases have to be read in conjunction with the unwritten phrase "by/to Armscor" unless the context specifically provides otherwise. In this Agreement, Canteen or Cafeteria means the same word.

2. SCOPE OF AGREEMENT

Armscor hereby appoints the Contractor on a non-exclusive basis as an independent Contractor for the rendering of catering services, and Armscor undertakes to accept such services provided that such services are in accordance with the SOW and also comply with applicable Occupational Health & Safety regulations and legislations.

This Agreement makes provision for the rendering of a comprehensive and professional corporate catering **Service** to Armscor at the Armscor head office complex in Erasmusloof, Pretoria.

**RESTRICTED
ANNEXURE C**

3. ARMSCOR'S STATUS

3.1 Interpretation of Agreement

The headings of clauses are cited for the sake of convenience only and shall not be taken into consideration in the interpretation of the Agreement.

3.2 Supervision

Arm Scor shall be entitled to audit proper supervision and the discharging of the Service in accordance with the Agreement, but the Contractor shall have complete control of and responsibility for the execution of the Service, unless expressly stipulated otherwise in the Agreement.

3.3 Arm Scor's right to do work

Should the Contractor fail to execute the service properly, or fail to comply with any provision of this Agreement, Arm Scor may give the Contractor, a written notice to rectify such failure, after which, if the failure still exists, Arm Scor shall have the right, without prejudice to any other remedy it may have, to make good such failure, procure the services of a suitable third party and recover the cost thereof from the Contractor.

Arm Scor retains the right to utilize the services of any other catering service provider for functions either on site or off site, if ARMSCOR deems it necessary.

4. DURATION OF AGREEMENT

4.1 The contract period shall be for a period of three (3) years, commencing from order placement.

4.2 Arm Scor shall have the right to terminate the terminate at any time by means of written notice of 90 (ninety) days.

4.3 The contract will be subject to an annual review of the contractor's performance.

5. ORGANIZATION AND STAFF OF THE CONTRACTOR

5.1 Security clearance

No employee of the Contractor or subcontractors shall be allowed access to the site or be allowed to perform any service under this Agreement unless such employee has obtained and retains a suitable security clearance to the level of SECRET. The costs relating to the security clearances will be borne by Arm Scor. The Contractor shall comply with Arm Scor's security requirements as provided for in Arm Scors' scope of the order.

5.2 Access to the premises

Arm Scor shall grant the Contractor and/or his employees the necessary access at all reasonable times, in order to meet the obligations in terms of this Agreement, subject, however, to Arm Scor's security arrangements. Access to Arm Scor's premises may be refused under appropriate circumstances.

**RESTRICTED
ANNEXURE C**

5.3 Subcontracting

- 5.3.1 The Contractor may subcontract work under the Agreement.
- 5.3.2 The appointment and utilization by the Contractor of subcontractors does not in any way relieve the Contractor of the overall contractual responsibilities under this Agreement.
- 5.3.3 All subcontractors negotiated by the Contractor to be utilized under this Agreement shall be negotiated subject to the same conditions and stipulations of this Agreement as well as Armscors' scope of the order.
- 5.3.4 The names of the subcontractors under this Agreement, shall be submitted to Armscor for approval, which approval shall not be unreasonably withheld.

6. CONTRACTOR'S RESPONSIBILITIES

- 6.1 The Contractor guarantees that the services provided by the Contractor shall be without defect and shall in all respects be in accordance with the provisions and conditions of this Agreement;
- 6.2 The contractor shall compile and provide a SITE FILE within fourteen (14) days of order placement which shall address but not limited to the following:

HR policy, OHS Policy, Safety procedures, risk assessment, stock control, insurance documents, Statutory documents, Cleaning certificate of canopy cleaning and record of staff training courses completed;
- 6.3 The Contractor shall not permit any worker to perform any task for which such worker has not been trained;
- 6.4 Under no circumstances may the Contractor's employees litter, roam or sleep on site;
- 6.5 Under no circumstances may the Contractor's employees accept tasks (with or without payment) from an unauthorised Armscor's personnel or any other instruction/request that is not part of this Agreement.
- 6.5 The Contractor shall provide all staff with proper personnel protective equipment and uniforms necessary to carry out the work at their own costs.
- 6.6 The Contractor shall at all times, on site, positively identify all his employees and subcontractors by visually standardized dress/overalls. The Contractor's employees must wear their Armscor access card visibly on their person at all times;
- 6.7 The Contractor shall see to it that his employees do not interfere in any way with Armscor's employees or with occupants of the premises;
- 6.8 The Contractor shall not damage the property of Armscor or its employees;
- 6.9 The Contractor shall leave all areas where work has been executed in a clean and neat condition;

**RESTRICTED
ANNEXURE C**

- 6.10 The Contractor shall not erect any signs or advertisements on site;
- 6.11 The Contractor shall confine his equipment, storage of materials and the operations of his employees as indicated by Armscor and within the limits of statutory requirements. The Contractor shall be held responsible for any accident, damage, loss and cleaning costs arising from incidents caused by the Contractor's non-compliance with this provision;
- 6.12 The Contractor shall register all the Contractor's workmen and subcontractors on site with Armscor's security division, supplying all names, addresses and other details which Armscor may require;
- 6.13 The Contractor shall comply with all applicable legislation with respect to the performance of their services, amongst others, applicable bargaining council (including UIF, PAYE, etc.) as well as Occupational Health and Safety Regulations Act and applicable standards and legislative requirements;
- 6.14 The Contractor shall pay its employees as per the approved wage determination from the Department of Employment and Labour;
- 6.15 The Contractor shall, within fourteen (14) days after the signing of this Agreement, take out a public liability insurance, at his own expense, to cover all his risks and liabilities in terms of the Agreement. Written confirmation of the nature and period of the cover shall be submitted to Armscor within seven (7) days after placement of the order. The Contractor shall produce brokers' certificates evidencing the existence of such insurance. Should the Contractor fail to do so, Armscor reserves the right to take out the necessary insurance at the Contractor's expense;
- 6.16 The Contractor must ensure that its employees undergo relevant training, at their own costs, for the duration of the order;
- 6.17 The Contractor must ensure that its employees are medically fit and have a valid medical certificate of fitness for the duration of the order, at their own costs. The medical certificate must be submitted to Armscor within seven (7) days of commencement of the order;
- 6.18 In order to uphold the required standards the Contractor shall employ qualified and experienced staff in accordance with the **STATEMENT OF WORK**;
- 6.19 The Contractor shall not replace or rotate the catering manager without Armscor's written consent, which consent shall not be unreasonably withheld and or delayed;
- 6.20 Subject to all prevailing labour legislation, the Contractor shall remove from the site any staff to whom Armscor may reasonably object by reason of any failure, neglect, incompetence or breach of any condition or stipulation of this Agreement, and replace such staff, within a reasonable period of time, with other suitably qualified and experienced staff.

7. OTHER CONTRACTORS

- 7.1 Should any work/service by the Contractor be dependent upon completion of work by other contractors appointed by Armscor for any other project, any delays, defects or

RESTRICTED

**RESTRICTED
ANNEXURE C**

discrepancies arising from such contractors' activities shall be noted and submitted in writing to Armscor within ten days. Failure to do so will nullify any claim or defence by the Contractor.

- 7.2 The Contractor shall immediately report in writing to Armscor any damage to his service arising from the conduct of others. Failure to do so will be regarded as acceptance by the Contractor of responsibility to make the necessary repairs at the Contractor's expense.

8. INDEMNITY

- 8.1 The Contractor is solely responsible for and indemnifies Armscor and holds Armscor harmless against any losses, expenses, costs, damages, demand or claims arising from or in connection with illness or injury to or the death of any person or employee (including his own employees, agents and representatives of Armscor) and / or damage to the property of any or all such persons , suffered or allegedly suffered in connection with or by reason of the execution of order / contract, unless such loss, expense, cost, damage, demand or claim was caused by negligence on the part of Armscor, its employees, agents or representatives.

- 8.2 The Contractor is likewise liable for loss of or damage to any equipment, material or articles issued to him or falling under his supervision, excluding normal wear and tear, and shall indemnify Armscor against any loss, damage, claims and cost due to negligence of the Contractor's personnel in this regard. The Contractor shall inform Armscor immediately in writing of any loss or damage. The Contractor shall not have any liability in respect of any such loss or damage caused directly or indirectly by any act or omission of Armscor, its employees, agents and/or representatives.

- 8.3 Any amount for which the Contractor is or may become liable in terms of this Agreement, or amounts that have been paid for which the Contractor has not properly executed the service, may be deducted by Armscor from any amounts payable to the Contractor

9. ARBITRATION AND DISPUTES

- 9.1 In the event of any dispute between the contracting parties in respect of this Agreement or the execution of the provisions thereof or any other issue arising therefrom, such dispute, if it cannot be resolved by means of mutual Agreement, shall be submitted for arbitration in terms of the Arbitration Act, Act 42 of 1965, as amended. Armscor and the Contractor nevertheless have the right to deviate from this condition by mutual consent.

- 9.2 Any decision or award resultant from such arbitration shall be final and binding on Armscor and the Contractor.

- 9.3 Nothing contained in this clause, however, will preclude either party from obtaining intermediate relief on an urgent, interlocutory or other basis by way of arbitration or from a court of competent jurisdiction pending the final decision of the arbitrator.

- 9.4 Pending the solution of any dispute or difference of opinion, any interim decision given in writing by Armscor shall apply, and the Contractor shall not defer or suspend any

**RESTRICTED
ANNEXURE C**

work in terms of this Agreement. Any interim decision given by Armscor shall be taken into consideration during arbitration when any award is made.

- 9.5 In the event of a bona fide dispute relating to any invoice, Armscor shall return the invoice to the Contractor noting any amount in dispute and the Contractor shall re-submit the invoice without the disputed amounts and Armscor shall pay the undisputed portion of the invoice. The Contractor will also re-issue an invoice for the disputed amount and the parties will refer any disputed item for resolution in accordance with the dispute resolution procedure set out in clause 9.

10. TERMINATION OF AGREEMENT

- 10.1 Either party may, upon serving written notice on the other party, immediately or on such notice as the party elects, terminate this Agreement if any of the following circumstances occur or exist:
- 10.1.1 the other party commits a material breach of this Agreement, which material breach is not remedied within twenty (20) business days after notice of breach from the first party to the other party; or
- 10.1.2 the other party commits a material breach of this Agreement, which is not capable of being remedied; or
- 10.1.3 an application is made for the winding-up of the other party, or should an order be issued, whether provisional or final, for the winding up of the other party, or should the other party enter into or propose any deed of assignment to any of its creditors for settlement of its debts, or if execution is issued against a party by virtue of any judgment, or if the other party commits any act of insolvency, or, being a legal entity, commences to be wound up in a liquidation that is not merely a voluntary liquidation for the purpose of reconstruction or commences business rescue proceedings, then the party may, without prejudice to its rights in terms of this Agreement or any other prevailing law, forthwith terminate this Agreement.
- 10.2 Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving not less than three (3) months prior written notice to the other party.

11. CONSEQUENCES OF TERMINATION

- 11.1 Following the termination of this Agreement, the Contractor is willing to provide reasonable assistance with the transfer of the Services to Armscor or another supplier at such cost to be agreed by the parties, in the event that Armscor requires such support.
- 11.2 Following termination of this Agreement, Armscor shall upon receipt of an undisputed invoice issued by the Contractor pay all charges set out in this Agreement read with the **STATEMENT OF WORK** and the Scope of Order relating to the services duly provided under this Agreement up to the date of termination of this Agreement and any other amounts payable in terms of this Agreement.
- 11.3 Following termination of this Agreement, the Contractor shall promptly remove all its equipment from the premises and ensure that the premises are left in the same state and condition as prior to commencement of the order.

**RESTRICTED
ANNEXURE C**

- 11.4 Termination of this Agreement shall be without prejudice to any rights and liabilities which may have accrued prior to the date on which the termination takes effect.
- 11.5 The provisions of clauses 6, 10, 11, 12, 15 and Appendix C clause 4 shall survive termination of this Agreement.
- 11.6 Armscor reserves the right to recover damages as a result of breach of contract.

12. FORCE MAJEURE

- 12.1 The time for completion of the order will be extended in respect of any period of delay that is directly due to fire, flood, tempest, political and civil unrest or other similar cause which could not have been foreseen or prevented by reasonable care and caution on the part of the contractor. In the event of such delay, the time for completion of the order/contract or of that part of the order/contract that is affected by the delay will be extended for such period as may be reasonably required to remove the causes of delay. The contractor must inform Armscor in writing of the cause of any such delay within seven (7) days after having become aware of such cause and indicate the extension required, providing documentary proof. If the contractor fails to notify Armscor as required above, the contractor will not be entitled to an extension of the completion date. The contractor must do his utmost to avoid or remove any cause of delay, and must continue to perform those parts of the order/contract not affected by the delay. The contractor must continue with that part of the order/contract that was delayed as soon as the causes for the delay have been removed.
- 12.2 Should any delay referred to above continue for a total period of six (6) months, Armscor is entitled to cancel the order/contract, in which event Armscor will pay only the actual costs incurred by the contractor and his subcontractor(s) up to the date of cancellation upon submission of documentary proof of such costs: provided that the total amount shall not exceed the total outstanding amount of the order/contract at the time of termination. Without prejudice to the generality of the foregoing, Armscor is under no circumstances obliged to compensate the contractor or his subcontractor(s) for loss of profit or any other damage.

13. WORKMEN'S COMPENSATION ACT

Without in any way limiting the liability of the Contractor under this Agreement, it shall be the responsibility of the Contractor to comply with the provisions of the Workmen's Compensation Act and other statutory labour requirements.

14. APPLICABLE LAW

This Agreement shall be interpreted and implemented in accordance with the laws of the Republic of South Africa.

15. DOMICILIUM

- 15.1 The parties choose as their respective domicilia citandi et executandi the following addresses:

ARMAMENTS CORPORATION OF SOUTH AFRICA SOC LTD (ARMSCOR):

RESTRICTED

**RESTRICTED
ANNEXURE C**

POSTAL ADDRESS

ARMSCOR
PRIVATE BAG X337
PRETORIA
0001

STREET ADDRESS

ARMSCOR
370 NOSSOB STREET
ERASMUSKLOOF EXT 4
PRETORIA
0001

TELEPHONE NUMBER: 012 428 1911
E-mail Address:

THE CONTRACTOR:

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER:
E-mail address:

- 15.2 Any written notice required by this agreement shall be sent by means of prepaid, registered mail, or be delivered by hand; in the case of the Contractor to the address contained in this agreement or to the address furnished in writing to Armscor, and in the case of Armscor to the domicilium of Armscor or the address that may be furnished in writing to the Contractor.
- 15.3 In the absence of provisions to the contrary in these conditions, the periods referred to in this agreement for the performance of any action after notice has been given shall be calculated with effect from 10 (ten) days after such notice has been mailed or delivered by hand.
- 15.4 It is the Contractor's responsibility to immediately inform Armscor of the Contractor's change of address.

16. ASSIGNMENT OF

Notwithstanding any other provisions in the agreement, neither party shall assign this or subcontract it as a whole or in part without the prior written consent of the other party.

17. AMENDMENT OF

This document together with Appendices A to D constitutes the full between the parties, and no amendment thereof shall be valid unless it is reduced to writing and signed by both parties.

18. ARMSCOR'S PROPERTY

All components and materials replaced by Armcor, shall remain the property of Armcor and must be handed to Armcor's Senior Manager: Facilities on expiry or termination of the contract.

ANNEXURE D

SANDWICHES (TOASTED OR PLAIN)
(Whole-wheat/Brown/Rye/White bread)

Item No.	Description	Unit Price (R) Excl. Vat	Comments
1	Cheese		
2	Cheese and Tomato and or Onion and or Mushroom		
3	Cheese and Ham		
4	Cheese, Ham and Tomato		
5	Toasted Steak		
6	Bacon and Egg		
7	Bacon, Egg and Cheese		
8	Salami and Cheese		
9	Chicken Mayonnaise		
10	Tuna Mayonnaise		

Tremezinni, Panini/Baguette (Whole-wheat/Brown/Rye/White bread)

Item No.	Description	Unit Price (R) Excl. Vat	Comments
1	Roast Beef and Mustard		
2	Roast Beef and Mustard		
3	Cheese, Macon and Tomato		
4	Cheese, Tomato and Cucumber		
5	Mushroom and Cheese		
6	Chicken Mayonnaise		
7	Tuna Mayonnaise		
8	Avocado and Cheese/Mushroom/Veg		

BREAKFAST OPTIONS

Item No.	Description	Unit Price	Comments
	BREAKFAST Option 1		
1	Chilled fruit juice		
2	Sliced seasonal fruits		
3	Yogurts with cereals & muesli		
4	Toast/rolls/Croissants		
5	Honey , jams and marmalades		
6	Cold cuts and ham		
7	Cheese and fruits		
	BREAKFAST Option 2		
8	Full English breakfast		
	BREAKFAST Option 3		
9	Scrambled egg and Salmon		
10	Cocktail sausages		
11	Steak and Kidney		
12	Macon and mushroom kebabs		
13	Farmhouse Rosti's		
14	Toast		
15	Open sandwiches		
16	Fruit kebabs		

17	Means meat		
18	Chicken livers		
19	Russians		
20	Vienna		
21	Boerewors		
22	Any additions		

NOTE:

1) Bidders are allowed to add any additional items on the list to be appended and submitted with the bid as a separate annexure.

BURGERS - to include a slice of tomato, gherkin, onion and lettuce & a variety of sauces

Item No.	Description	Unit Price (R) Excl. Vat	Comments
1	Mutton		
2	Steak		
3	Beef		
4	Vegetable		
	Extra add-on		
1	Cheese Slice		
2	Double Patty		
3	Fish		
4	Chicken		
5	Egg		
6	Vegetable patty		
7	Chips		
8	Assorted pies		
9	Russians		
10	Frankfurters		
11	Vienna		
12	Dagwood		

MAIN MEALS – FULL MEAL PORTION

Item No.	Description	Unit Price (R) Excl. Vat	Comments
1	Chicken		
2	Steak		
3	Vegetable		
4	Lamb		
5	Chicken and cream		

MAIN MEALS – OTHER

Item No.	Description	Unit Price (R) Excl. Vat	Comments
1	Variety of Breyani's (Lamb, Chicken, Vegetable, Fish)		
2	Grilled Lamb Chops		
3	Butter 1/2 chicken portion		
4	Fish curry and rice		
5	Lamb curry and rice		
6	Beef curry and rice		
7	Pap and Meat		

8	Pap with cream spinach and tomato curry and grilled potato		
9	Grilled 1/2 chicken and chips		
10	Grilled 1/4 chicken and chips		
11	Hake fillet grilled in lemon butter		
12	Steak and chips		
13	Plate of steamed mixed vegetable and grilled potatoes		

At least 3 x Meal options available daily. A veg. meal option available daily (e.g. Briyani or vegetable curry or Roast vegetable or grilled vegetable or vegetable patties with sides.

NOTE: Meals of the day must comprise a portion of meat (gravy where applicable) Portion of salad Rice or pap or pasta or 2 vegetable portions per meal.

Cold Beverages

Item No.	Description	Unit Price (R) Excl. Vat	Comments
1	Soft Drinks 330/440 and 500 ml		
2	Grapetiser 330 ml		
3	Appletiser 330 ml		
4	Liqui-fruit 250 ml		
5	Ice Tea - Can 330 ml		
6	Energy Drinks 500ml		
7	Mineral Water – 500ml		
8	Fruit Juices – 250 ml		
9	Sweets		
10	Chocolates		
11	Crisps		

CAKES

Item No.	Description	Unit Price (R) Excl. Vat	Comments
1	Cake per slice(chocolate and lemon/strawberry)		
2	Muffins(Variety with cheese butter and jam)		
3	Croissants(Variety with cheese butter and jam)		
4	Muffins		
5	Croissants		
6	Scones		

PLATTERS FOR FUNCTIONS

Item No.	Description	Unit Price (R) Excl. Vat	Comments
1	Assorted smoked sausages/country sausages/continental cold cuts/dried wors/biltong/pickles and dip		Farmers platter
2	8 Assorted seafood items crumbed, grilled and fried garnish with lemon & seafood dip		Fisherman's platter
3	Assorted sliced fresh		Vegetarian platter
4	Assorted cheese and salty biscuits with pickles and		Cheese platter
5	A variety of chicken cuts/ribs/Pickles and dips		Chicken and Rib platter
6	Assorted cheese cubes/Cold meats/Sausages/chicken pieces/sandwiches/Olives/Pickles/Garnish		Mixed platter
7	Assorted continental cold cuts & cheese with salty biscuits		Cold meats and cheese platter
8	7 Assorted savory and pastry items		Savory Platter
9	An assortment of mini sweet cocktail tartlets		Sweet Platter
10	A variety of chicken cuts/fish grilled and battered/ cheese & dip		Halaal platter
11	5 assorted styles of prepared chicken		Chicken platter
12	Assorted fillings with cold cuts with garnish		Closed Sandwich
13	Assorted fillings with cold cuts with garnish and vegetables		Open Sandwich
14	Assorted fresh sliced fruit with garnish		Fruit platter
15	Toppings sweet or savory		Muffin platter

RESTRICTED

APPENDIX A

SAFETY, HEALTH AND ENVIRONMENTAL (SHE) LEGISLATION RELATING TO THIS REQUEST FOR BID

No.	ARMSCOR'S RESPONSIBILITIES	TYPE OF DOCUMENT
1	Food safety audits Food safety audits will be conducted every twelve months by Armscor's Catering Committee.	Report on the findings submitted to Armscor's Manager: Security and Facility Support Division
2	External food safety audit An external food safety audit will be conducted once a year by an independent body appointed and paid for by Armscor. The audit shall be conducted by Municipality Environmental Health Department. (By invitation). The cost of implementing the corrective actions will be for the Contractor's account.	Report on the findings submitted to Armscor's Manager: Security and Facility Support Division and to Armscor's Executive Committee
3	Section 37(2) of OHS ACT Agreement to be signed by both Armscor and the Contractor	Signed Letter of Agreement
No.	CONTRACTOR'S RESPONSIBILITIES	TYPE OF DOCUMENT
1	Food safety audits Food safety audits must be conducted every six months by an independent body appointed and paid for by the Contractor, and the results and corrective action must be reported to Armscor's Manager: Security and Facility Support Division	Report on results and corrective action submitted to Armscor's Manager: Security and Facility Support Division
2	MSDS Provide material safety data sheets (MSDS) for all chemicals used in the cafeteria.	MSDS
3	ISO 22000 Provide Armscor with proof of ISO 22000 certification (food safety management system). Assures Armscor with proof of compliance to ISO 22000 requirements,	Proof of ISO 22000 certification
4	PPE Provide staff with the applicable personal protection equipment (PPE), e.g. thermal clothing for employees entering the refrigerators.	PPE distribution list
5	Medical Ensure all staff members have a valid medical certificate of fitness.	Certificates of medical fitness
6	RISK ASSESSMENT Conduct a risk assessment before commencing with the services. The risk assessment must cover the following: 1. Identification of the risks, hazards,	Risk assessment report

RESTRICTED

RESTRICTED

	<p>environmental aspects and inspect which persons may be exposed</p> <ol style="list-style-type: none"> 2. Analysis and evaluation of the risks and hazards, environmental aspects identified 3. Documented plan and specific safe work procedures to mitigate, reduce or control the risks and hazards identified 4. Analysis and evaluation of ergonomic-related hazards 5. A monitoring plan 6. A review plan 	
	<p>Before commencing with the services the contractor must make sure that all staff are informed, instructed and trained as regards the hazards and environmental aspects identified in the risk assessment.</p>	<p>Records of training and information sessions</p>
7	<p>Waste management The contractor must adhere to the waste management system of Armscor and related rules (recycling, reuse, etc.).</p>	<p>Waste management instructions to staff</p>
8	<p>First aider The contractor must appoint a first aider from among the staff if there are more than 10 contractor staff on the premises.</p>	<p>Appointment letter and training records</p>
9	<p>Health and safety representative The contractor shall appoint a health and safety representative if there are more than 20 contractor staff on the premises.</p>	<p>Appointment letter and training records</p>
No.	SHARED RESPONSIBILITIES	TYPE OF DOCUMENT
1	<p>Asbestos containing materials (ACM) Neither the Contractor nor Armscor desires to or is licensed to undertake direct obligations relating to the identification, abatement, clean-up, control, removal or disposal of ACM. Consistent with applicable laws, Armscor shall provide the Contractor with any information in its possession relating to the presence of ACM at any of its facilities where the Contractor undertakes any work or services that may result in the disturbance of ACM.</p> <p>If either Armscor or the Contractor becomes aware of or suspects the presence of ACM that may be disturbed by the Contractor's work or services, the</p> <p>work or services in the affected area shall be stopped immediately.</p> <p>Armscor shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws and addressing the impact of its disturbance before the Contractor continues with the services.</p>	

RESTRICTED

RESTRICTED

2	<p>Hazardous materials Hazardous materials means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under any local, provincial or national law, regulation or ordinance, relating to or addressing public and employee health and safety and protection of the environment, and which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls.</p> <p>The Contractor shall be responsible for removing or disposing of any hazardous materials that it uses in providing work or services (supplier hazardous materials) and for the remediation of any areas impacted by the release of supplier hazardous materials. For other hazardous materials that may be otherwise present at its facilities (no-supplier hazardous materials) Armscor shall supply the Contractor with any information in its possession relating to the presence of such materials if their presence may affect the Contractor's performance of the work or services.</p> <p>If either Armscor or the Contractor becomes aware of or suspects the presence of non-supplier hazardous materials that may interfere with the Contractor's work or services, the work or services in the affected area shall be stopped immediately.</p> <p>Armscor shall be responsible at its sole expense for removing and disposing of non-supplier hazardous materials from its facilities and the remediation of any areas impacted by the release of the non-supplier hazardous materials.</p>	
3	<p>The bidder shall ensure that their suppliers comply with all the applicable Safety Health and Environment (SHE) related legislation and Hazard Analysis and Critical Control Points (HACCP) certification.</p>	<p>Supplier's valid certificate of acceptability for food premises issued by municipal health services. Written confirmation that your suppliers shall comply with all the applicable Safety Health and Environment (SHE) related legislation and HACCP Certification by an accredited institution</p>

APPENDIX B

OPERATION CONDITIONS

1. SITE LIMITS

- 1.1 The shall include and cover all areas of the Armscor head office premises.
- 1.2 The premises include the kitchen, cafeteria, coffee shop and dining rooms in the main building.
- 1.3 Armscor reserves the right to incorporate additional sites, wholly or in part, into the if deemed necessary. Inclusion of these sites shall be in terms of the provisions of the and be annexed to this Agreement .

2. SCOPE OF WORK

2.1 Working hours

- 2.1.1 The minimum staff complement must always be on site. The Contractor must provide for temporary staff at his own cost when permanent staff members are on annual or sick leave for longer than 10 working days.
- 2.1.2 The contractor's staff will not be entitled to Armscor's off-period from 12:00 on the last Friday of every month, and also not during the period between Christmas and New Year (excluding the public holidays) as the Department of Defence personnel are still on duty. These periods should be used to do deep-cleaning of the facilities and equipment.

2.2 Adverse conditions and defects

- 2.2.1 The Contractor shall report in writing to Armscor any adverse conditions or defects encountered on site prior, during or after the execution of service, upon which the execution of service depends and which may adversely affect its performance.
- 2.2.2 The Contractor shall not commence or continue with the service until such adverse conditions or defects have been investigated and corrected, unless otherwise instructed in writing by Armscor.

2.3 Damage reporting

During the execution of the service the Contractor shall immediately report to Armscor's Service Desk any leaks, breakages, damages, fire, misuse of equipment by personnel, etc. with regard to all property, fixtures, etc. on site, but limited to the areas which are included in this Agreement.

2.4 Employee stay-away disruptions

Disruptions in scheduled, programmed and/or time-based service due to general stay-away actions of personnel not caused by labour disputes by the Contractor, and its employees which are out of his reasonable control, shall be managed by representatives nominated by the parties.

RESTRICTED

2.5 Other delays

- 2.5.1 If the Contractor is delayed in the completion of the service by any act or neglect of Armscor or of its employees, or by any other contractor, or by changes ordered in the Service, or by fire, unusual delay by common carriers, or unavoidable casualties, inclement weather or by any cause of any kind whatsoever which could not reasonably have been foreseen or prevented by the Contractor, then the time of completion shall be extended for such reasonable time equivalent to the time lost as Armscor may decide. Armscor shall not be liable to the Contractor for any damages by reason of any of the foregoing circumstances, provided, however that such damage has not been caused as a result of any negligent act or omission on the part of Armscor, its employees, sub-contracts or agents.
- 2.5.2 No extension for delay shall be granted unless written notice of such claim is presented to Armscor within 10 (ten) days of its commencement, provided however that in the case of a continuing cause of delay, only one claim shall be necessary. Armscor shall not, except by written notice to the Contractor, or in case of emergencies, stop or delay any part of the work to be performed under the Agreement pending decision or proposed changes by Armscor.

2.6 Inspections and surveyance of quantities

Armscor, and its respective representatives, shall at all times have access to the Service wherever it is in preparation or in progress, provided, however, that they comply with all applicable Health and safety regulations and legislation.

2.7 Equipment, materials and facilities supplied by Armscor or as agreed with the Contractor

- 2.7.1 Armscor shall, unless otherwise agreed with the Contractor, supply and maintain the equipment listed in the **STATEMENT OF WORK**.
- 2.7.2 Armscor will make every endeavour to ensure that all equipment is of the required quality grade for the proper execution of the services.
- 2.7.3 Armscor will provide adequate storage, ablution and toilet facilities on site for the Contractor.
- 2.7.4 The Contractor shall maintain all facilities that are provided by Armscor for the exclusive use of the Contractor in a proper, hygienically clean and pest-free condition, fair wear and tear excluded.

RESTRICTED

RESTRICTED

APPENDIX C

MANAGEMENT, ADMINISTRATION RELATED DOCUMENTS

1. DELEGATION OF AUTHORITY

The Contractor's appointed catering manager shall represent the Contractor and instructions and directions given to him/her by Armscor shall be taken as given to the Contractor.

2. ACCEPTANCE OF INSTRUCTIONS

All instructions and directions shall be issued by e-mail and shall be deemed as confirmation of acceptance of such directions or instructions.

3. ADMINISTRATIVE RESPONSIBILITIES

3.1 The Contractor shall keep all documentation pertaining to this Agreement in good order, and permanently on site.

3.2 The Contractor shall be responsible for updating documentation should permanent additions/alterations be brought into the Agreement.

3.3 The Contractor shall keep all registers required by the Agreement permanently on site, in good order, and shall be responsible for updating the registers continually with the relevant information as it becomes available. Registers shall be made available to Armscor on request.

4. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

4.1 The parties agree that all intellectual property rights created exclusively for Armscor and specifically identified in this Agreement shall vest in Armscor.

4.2 Intellectual property rights owned by the Contractor prior to the commencement of this Agreement (including, without limitation, the Contractor's consumer brands (whether owned, licensed or otherwise, and the Contractor Customer Service Framework) or rights related to materials subsequently developed by the Contractor (other than deliverables agreed in writing as exclusively developed for Armscor) and used in the provision of the services under this Agreement ("contractor materials") shall belong to and remain with the Contractor. The Contractor will grant to Armscor a non-transferable (except to its affiliates), royalty-free licence to use the contractor materials to the extent necessary for Armscor to have full use and enjoyment of the services during the term of this Agreement.

4.3 Subject to clauses 4.1 and 4.2 above, this Agreement shall not operate to assign any title, interest or right in any intellectual property rights which shall continue to be vested in either the Contractor or Armscor (as appropriate). All plans, documents, specifications, material and copies thereof, in which either party owns any intellectual property rights may not be used by the other party other than for purposes of this Agreement, and where same are used for purposes of this Agreement they shall be returned to the party in whom ownership vests on request on completion of the services or cancellation of this Agreement.

RESTRICTED

5. DETAILED INSTRUCTIONS

In order to ensure the proper execution of the service, Armscor shall furnish, where necessary, additional written instructions. All such additional instructions shall be consistent with the Agreement and become part of the Agreement. The service shall be executed in conformity therewith but the Contractor shall not carry out any service without such additional instructions where these are required.

6. PRESENCE ON SITE

The Contractor can utilise Armscor's "Time and Attendance" system to monitor the presence on site of his employees, representatives and employees of his subcontractors. Their movements are recorded as they report for duty at the site or leave the site. It shall be the responsibility of the Contractor to ensure that all the people for whom he is responsible check out and leave the site at the end of each day.

APPENDIX- A1

THE FOLLOWING DOCUMENTS ATTACHED TO THE SECURITY CLEARANCES SCREENING QUESTIONNAIRE:

1. Copy of identity document.
2. Copy of passport – if applicable
3. Copy of marriage certificate – if applicable.
4. Copy of divorce decree – if applicable.
5. Copy of driver's licence – if applicable.
6. Three months bank statement.
7. Proof of residence (physical address) not older than 3 months.
8. 1 x Photo (id/passport size)

ARMAMENTS CORPORATION OF SOUTH AFRICA SOC LTD
(ARMSCOR)

QUESTIONNAIRE

REPLIES

1 What is the request for bid number?

2 If applicable: Price basis of bid
(delivered into store)

3 Indicate which of the following applies:

3.1 The prices are fixed.

3.2 The prices are not fixed (NB:

4 The delivery period shall be fixed

.....

.....

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

5 Foreign content:

5.1 What amount in foreign currency must be remitted overseas?

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

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

6 Statutory costs:

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

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

a) Customs duty?

b) Ad valorem customs duty?

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. PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000

1.1 The B-BBEE preference points will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022.

1.2 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)

1.3 Preference points for this bid shall be awarded for:

Price	80
Specific Goals	20
Total points for Price and Specific Goals must not exceed	100

1.4 Bidders who do not submit valid proof of Specific Goals claim will score zero (0).

2. ALLOCATION OF PREFERENCE POINTS FOR SPECIFIC GOALS

2.1 Specific Goals

2.1.1 The preference points that will be awarded in terms of the specific goals with regards to procurement processes shall be as follows (one table will be applicable for each bid):

TABLE A : Advancement of SMMEs

No	(i) Black owned entities or (ii) Black owned Military Veterans entities or (iii) Black women owned entities or (iv) Black youth owned entities or (v) Entities owned by Black people living with disabilities or (vi) Entities owned by Black people living in rural areas or (vii) Entities owned by Unemployed black people	90/10 preference points system	80/20 preference points system
1.	EMEs or QSEs entities which are 100% black owned	10	20
2.	EMEs or QSEs entities which are 51% - 99% black owned	8	16
3.	EMEs or QSEs entities which are 35% - 50% black owned	4	8
4.	EMEs or QSEs entities which are 0% - 34% black owned	0	0

TABLE B : Advancement of Local Content & Production

	Advancement of entities with local manufacturing capabilities for designated sectors	90/10 preference points system	80/20 preference points system
1.	Full compliance to the applicable minimum threshold for local content & production	2	4
2.	Non-compliance to the applicable minimum threshold for local content & production	0	0
	Advancement of South African Companies	90/10 preference points system	80/20 preference points system
1.	Level 1 and 100% black owned	8	16
2.	Level 2 and at least 51% black owned	6	12
3.	Level 3 and at least 35% black owned	1	2
4.	Below Level 3	0	0

TABLE C : Income Generation

	Income Generation, Disposal or Leasing of Assets	90/10 preference points system	80/20 preference points system
	Advancement of South African Companies		
1.	Level 1	10	20
2.	Level 2	8	16
3.	Level 3	6	12
4.	Below level 3	0	0

TABLE D : Locality

No	Entities Located in Specific Province, Region or Municipality	90/10 preference points system	80/20 preference points system
1.	Entities located within the specific locality	2	4
2.	Entities located outside the specific locality	0	0
	Advancement of South African Companies	90/10 preference points system	80/20 preference points system
1.	Level 1 and 100% black owned	8	16
2.	Level 2 and at least 51% black owned	6	12
3.	Level 3 and at least 35% black owned	1	2
4.	Below Level 3	0	0

TABLE E : Advancement of BEE Compliant Suppliers

No.	Advancement of BEE compliant suppliers	90/10 preference points system	80/20 preference points system
1.	100% black equity ownership	10	20
2.	51% - 99% black equity ownership	8	16
3.	35% - 50% black equity ownership	4	8
4.	0% - 34% black equity ownership	0	0
5.	Specialised Entities	10	20

3. PRINCIPLES

3.1 Valid proof of B-BBEE status is either of the following:

3.1.1 A B-BBEE Sworn Affidavit fully completed and

- 3.1.1.1 Deposed and signed in the presence of the Commissioner of Oaths (Certified true copy not acceptable)
- 3.1.1.2 Does not contradict itself (% black ownership matches compliance level)
- 3.1.1.3 Commissioner of Oaths credentials and signature are reflected.

3.1.2 A B-BBEE Certificate issued by either the CIPC or a SANAS Accredited Verification Agency.

3.1.3 An entity submitting an unincorporated Joint Venture / Consortium must attach a Consolidated B-BBEE Certificate in the name of the Joint Venture / Consortium issued by a SANAS accredited Verification Agency.

3.1.4 B-BBEE status must be based on the latest financial year-end information, otherwise it is invalid and unacceptable.

3.2 Local content and production

3.2.1 The complete list of sectors and sub-sectors which are designated for local production with minimum local content threshold can be found on the website of the Department of Trade, Industry & Competition via the link below.

<http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>

3.2.2 The bidder shall submit with the Bid documents a completed Annexure C, D & E and an Exemption letter from the dtic and a letter from the manufacturer.

3.3. Locality

3.3.1 The bidder must submit the municipality bill/local councillor letter (must be not be older than 3 months).

3.3.2 In an event where the bidder is the lessee, the municipality bill and the lease agreement must be submitted.

3.3.3 In an event where the bidder owns the property, the municipality bill must be in the name of the owner of the property.

3.3 Sub-Contracting

3.3.1 It is a requirement of Armscor that subcontracting must be considered by a bidder. Therefore, where a contract from R10 000 000 (million) and above is awarded, Armscor shall endeavour to advance designated groups where applicable.

3.3.2 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-contracted activities or work.

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

3.4 Ownership

3.4.1 In accordance with the provisions of the Defence Sector Code, it is a requirement of Armscor that all suppliers that do business with Armscor should achieve at least 35% black equity ownership and will be included as a bid condition where applicable.

3.5 Verification of bidders information

The Armacor Transformation 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 specific goals claim of the bidder and/or its sub-contractor(s).

B-BBEE DECLARATION

1. Confirmation of the Bidder's Turnover

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

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

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

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

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:
.....
.....

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

2.3.1 If so, furnish particulars:
.....
.....

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

3 DECLARATION

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

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

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

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

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

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;"

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"	<p>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 –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(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;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

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	<input type="checkbox"/>	Level One (135% B-BBEE procurement recognition)	<input type="checkbox"/>
At Least 51% Black Owned	<input type="checkbox"/>	Level Two (125% B-BBEE procurement recognition)	<input type="checkbox"/>

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

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

Commissioner of Oaths	Deponent
Credentials and Signature	Signature
	Date
Date	Date

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ARMSCOR			
BID NUMBER:	CLOSING DATE:	CLOSING TIME:	
DESCRIPTION			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT :			
ARMSCOR BID BOX VISITORS ENTRANCE (BLOCK 8), 370 NOSSOB STREET,			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr. A.L Mmbengwa	CONTACT PERSON	Mr. A.L Mmbengwa
TELEPHONE NUMBER	012 428 3610	TELEPHONE NUMBER	012 428 3610
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	scmbids@armscor.co.za	E-MAIL ADDRESS	scmbids@armscor.co.za
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> 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.			

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, 202, 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:

ARMSCOR
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 "Armstrong 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 "Armstrong 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. Armstrong 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 Armstrong 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:

- Armstrong 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 utilize the specially constructed spread sheet from Armscor's web site.

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

3. SAFEGUARDING OF IP

3.1 IP Agreement

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

3.2 Management and Safeguarding of IP

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

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

3.3 IP Delivery

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

3.4 IP Audits

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

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

4.1 Background

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

The workbook consists of the following three spreadsheets:

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

4.2 Electronic Form Definitions

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

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

5. INTELLECTUAL PROPERTY QUESTIONNAIRE

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

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

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

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

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

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

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

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

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

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

WITNESSES:

1 _____

2 _____

SIGNATURES OF BIDDER(S)

DATE:

ADDRESS:

