

INVITATION TO BID

REQUEST FOR BID DESCRIPTION:

SUPPLY OF ARMSCOR' S WIDE AREA NETWORK SERVICES (WAN)

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NOTE:

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

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

RETURNABLE DOCUMENTS CHECKLIST

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

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

ARMAMENTS CORPORATION OF SOUTH AFRICA SOC LTD (ARMSCOR)

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

REQUEST FOR BID: EICT/2022/06

1. INSTRUCTIONS ON SUBMISSION OF BIDS

- 1.1 Bid Closing at **11:00 am on 07 July 2022 (SOUTH AFRICAN TIME)**
- 1.2 Bids must be submitted in a sealed envelope marked with this bid reference number.
- 1.3 The sealed envelope must be deposited in the bid box at Armscor Head Office, Visitors Entrance (Block) 8 before the bid closing date and time addressed to:

The Manager: Supply Chain Management Department
Armscor SOC Ltd

Postal address: Armscor SOC Ltd
Private Bag X337
Pretoria
0001

Delivery address: Armscor Head Office
370 Nossob Street
Erasmuskloof Ext 4
Pretoria

- 1.4 Bids dispatched by the courier service Company must be marked with bid reference number on the delivery note / packaging and the courier must ensure that the bid document is deposited in the bid box before the closing date and time. **Armscor will not be held responsible for any delays where bid documents are handed to the Armscor Reception.**
- 1.5 Bid proposals received after the closing time and date will not be considered.

2. ENQUIRIES

- 2.1 All queries regarding this bid must be addressed in writing to SCM Department on aopts@armscor.co.za. Questions/enquiries relating to this RFB should be received three working days prior to the closing date. Queries received after this period will not be entertained.

3. BID VALIDITY PERIOD

Bid proposals to remain valid for acceptance for a period of **ONE HUNDRED AND EIGHTY** days counted from the closing date.

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

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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.

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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 the conditions set out in A-STD-0010 Issue 2 dated 21 April 2014 and A-STD-0020 Issue 4 dated 14 February 2020 (and I/we acknowledge that I/we am/are acquainted therewith) at the price and on the terms of delivery/execution inserted by me/us.

I/We agree -

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

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

.....

 (no post box or private bag)

IN BLOCK LETTERS ON BEHALF OF -

Complete registered:

Name of bidder:.....

AUTHORISED SIGNATURE

..... Date:

Name in block letters:

Capacity:

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

SUPPLIER REGISTRATION

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

For more information on security registration contact:-

The Security Registration

Private Bag X337

PRETORIA

0001

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

ALL BIDDERS SHALL COMPLY WITH THE FOLLOWING:

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

5. Broad-Based Black Economic Empowerment Compliance:

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

6. Advance payments:

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

7. Performance Guarantee:

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.

8. Commissions:

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

9. Tax Compliance Requirements

It is a condition of bid that the successful bidder 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

- 9.1 In order to meet this requirement the bidder is required to access SARS e-filing and complete the SARS ONLINE "SARS tax compliance status" under tax status. Tax compliance requirements are also applicable to individuals who wish to submit bids.
- 9.2 SARS will then furnish the bidder with a Tax compliance PIN code that will be valid for a period of 1 (one) year from the date of approval.
- 9.3 The Tax compliance PIN letter shall be submitted with the bid, with an authorisation letter for Armcor to use the PIN code for verification of tax compliance status of the supplier.
- 9.4 In bids where Consortia /Joint Ventures / are involved, each party must submit a separate tax compliance PIN with authorisation letter.
- 9.5 In the event of subcontracting, tax compliance PIN letter and authorisation letter for the subcontractor must also be submitted with the bid.

- 9.6 Tax compliance is done via e-filing on the SARS website www.sars.gov.za.
- 9.7 Original valid tax clearance certificates issued before 18 April 2016 are still valid until the expiry date or on replacement with SARS tax compliance PIN.

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

10. Awarding of Bids

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

The applicable points are:

Price: (Pp) 80 Points

Broad-Based Black Economic Empowerment: 20 Points

Total: 100 Points

The following formula 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):

$$P_s = P_p$$

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

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

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

Where: P_{pa} = points allocated for price

P_t = comparative price of bid/bid under consideration

P_m = comparative price of lowest acceptable bid/bid

11. Objective Criteria

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

12. Mandatory local production and content for designated sectors

- 12.1 When applicable, bids not meeting the mandatory local production and content for designated sectors will not be considered for further evaluation.
- 12.2 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 12.3 If there is no designated sector, Armscor will include as a specific condition of the bid, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

KD17

BID NUMBER : EICT/2022/06

CLOSING AT 11:00 ON : 07 July 2022

VALIDITY PERIOD: 180 DAYS

NAME OF BIDDER :

ITEM NO	DESCRIPTION	QTY	UNIT PRICE IN FOREIGN CURRENCY	UNIT PRICE IN S.A. CURRENCY	SUBTOTAL
	Supply Of Armscor's Wide Area Network Services (WAN). Refer to pricing schedule in Appendix D of RFB				
	<p>The following criteria is applicable to this Request for Bid:</p> <p>Mandatory Black Equity Ownership April 2021/22 onwards – Minimum 35% - applicable.</p> <p>Prequalification criteria (Regulation 4): The Bidder shall have a minimum B-BBEE status level 3 or better. The Bidder shall submit a valid proof of B-BBEE status (B-BBEE certificate issued by a SANAS or CIPC B-BBEE certificate or B-BBEE affidavit duly</p>				

	sworn and commissioned). If the Bidder is a Joint Venture (JV) or Consortium, the Bidder shall submit with the Bid, a consolidated proof of B-BBEE status.				
	Compulsory Sub-contracting A minimum of 30% of the value of the contract: - applicable				
	TOTAL (excluding VAT)				
	VAT				
	TOTAL (including VAT)				

1. Delivery address: As per Armscor RFB.
 2. * Period required for commencement of delivery, after receipt of order:
 3. * Rate of delivery:
 4. * Period required for completion of order, after receipt thereof:
- * Must be completed by Bidder if not completed by Armscor.

APPENDIX A
Bid Specification

For

**Wide Area Network (Wan) Service Provider For The
Provisioning Of Wan Services For A Period Of 5
Years.**

JS

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1. INTRODUCTION

Armcor plans to place a 5 year services contract for a Wide Area Network Services (WAN) at the various Armcor sites.

2. APPLICABLE DOCUMENTS

- 2.1. User Requirement Specification for WAN Services issue 09 dated 08 March 2022.
- 2.2. Tasking memorandum from Acting Senior Manage: DevOps dated 23 February 2022.
- 2.3. A-DOC-9046: Terms of Reference for the Bid Specification Committee issue 1 dated 1 September 2020.
- 2.4. A-PROC-9053: Supplier Sourcing Procedure issue 1 dated 1 September 2020.
- 2.5. Defence Sector Codes in terms of section 9 (1) of Act No. 53 of 2003 as amended by Act 46 of 2013. Practice Note 1 of 2019.
- 2.6. A-POL-9040: Supply Chain Management Policy, Issue 1 dated 7 September 2018.
- 2.7. A-PRAC-4011: Practice for BBBEE in Armcor issue 7 dated 15 September 2020.
- 2.8. A-STD 61 (PART 5): Contract conditions, Technical, Standard for Commercial off the shelf: equipment, components or spares issue 1 dated 26 August 2021.
- 2.9. A-STD 61 (PART 6): Contract conditions, Technical, Standard for Maintenance programmes issue 1 dated 26 August 2021.
- 2.10. Preferential Procurement Policy Framework Act No. 5 of 2000: Preferential Procurement Regulations 2017.

3. NON COMPULSORY BIDDER'S BRIEFING

Venue	Address	Date	Time
Armcor Head Office	370 Nossob Street Erasmuskloof	21 June 2022	10h00



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4. BID EVALUATION PROCESS

- 4.1. The bid will be evaluated by the Bid Evaluation Committee (BEC) following 4 stage process as listed below. The requirements of any given stage shall be complied with prior to progression to the next stage:

4.1.1. Stage 1: Pre-qualification Criteria.

- 4.1.1.1. The Bidder shall have a minimum B-BBEE status of level 3 or better.

Evidence Required:

The bidder shall submit a valid proof of B-BBEE status (CIPC B-BBEE certificate or B-BBEE affidavit duly sworn and commissioned or B-BBEE certificate issued by SANAS accredited verification agency). If the bidder is a Joint Venture (JV) or Consortium, the bidder shall submit with the bid, a consolidated proof of B-BBEE status.

Failure to submit with the Bid valid proof of B-BBEE status shall invalidate the Bid.

4.1.2. Stage 2: Mandatory B-BBEE Requirements:

4.1.2.1. Black Equity Ownership

In terms of the Defence Sector Codes, contracts for goods and services shall only be awarded to a bidder that has Black Equity Ownership of at least 35% in year April 2021/2022 onwards.

4.1.2.2. Compulsory Sub-Contracting

The bidder shall sub-contract a minimum of 30% of the order value to any of the following entities that are at least 51% black owned:

- i. Exempted Micro - Enterprises or Qualifying Small Enterprises owned by Black people;
- ii. Exempted Micro - Enterprises or Qualifying Small Enterprises owned by military veterans;
- iii. Exempted Micro - Enterprises or Qualifying Small Enterprises owned by female(s);
- iv. Exempted Micro - Enterprises or Qualifying Small Enterprises owned by youth;
- v. Exempted Micro - Enterprises or Qualifying Small Enterprises owned by disabled.

Evidence Required:

The bidder shall submit with the Bid documents the BBE certificate (BBBEE certificate issued by SANAS accredited verification agency), CIPC BBBEE certificate and or a completed BBBEE sworn affidavit as proof of compliance for all sub-contractors.

Failure to submit with the Bid documents the BEE certificate (BBBEE certificate issued by SANAS accredited verification agency). CIPC BBBEE certificate and or a completed BBBEE sworn affidavit as proof of compliance shall invalidate the Bid.



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4.1.3. Stage 3: Critical Criteria.

4.1.3.1. 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 critical criterion will result in the bid being disqualified from further evaluation.

CRITERIA NUMBER	CRITICAL CRITERIA REQUIREMENT	CRITICAL CRITERIA COMPLIANCE DOCUMENT TO BE SUBMITTED WITH THE BID
1.	<p>The Bidder shall be licenced with an Electronic Communications Network Services (ECNS) licence issued by the Independent Communications Authority of South Africa (ICASA)</p> <p>OR</p> <p>Should the Bidder be making use of a 3rd party (holding company/subsidiary) ECNS license for these services, the holding company/subsidiary shall be licenced with an ECNS licence issued by the ICASA.</p>	<p>The Bidder shall submit, with the bid, a copy of a valid ICASA Electronic Communications Network Services (ECNS) license that allows the Bidder to provide the services in accordance with ICASA regulations</p> <p>OR</p> <p>The Bidder shall submit the following:</p> <ol style="list-style-type: none">1. The 3rd Party's (holding company/subsidiary) ECNS license and2. A signed and valid document indicating the relationship between the Bidder and the ECNS license holder. <p>Armcor reserves the right to verify the authenticity and validity of the submitted ECNS license.</p>
2	<p>The Bidder shall agree to comply with all WAN technical services requirements as detailed in the WAN technical service requirements as listed in Appendix B for all items. Where there are options listed at least one of the options has to be complied to.</p>	<p>The Bidder shall submit, with the bid:</p> <ol style="list-style-type: none">1. The completed and signed Bid Conditions Acceptance (BCA) form, which is on Page 7 of the KD17, accepting to comply with all technical services requirements as detailed in Appendix B.2. A fully completed Appendix B indicating acceptance of the listed requirement. An alternative proposal that deviates from and/or is less than the minimum technical services requirements in Appendix B will be disqualified. (Better will however be accepted but it will not influence the Bid evaluation process in any way.)3. A proposed WAN solution indicating as to how the solution complies to all the technical services requirements as listed in Appendix B.

4.1.4. Stage 4: Preference Point System.

- 4.1.4.1. The 80/20 preference point system is applicable to this RFB. 80 points shall be allocated for price and 20 points will be allocated for B-BBEE.
- 4.1.4.2. The bid will be evaluated by the BEC against the critical criteria, allocated by the BSC, whereby points will be allocated for price and B-BBEE. The points scored for price and B-BBEE are determined by the value of the contract. Points scored for price and B-BBEE are added together (maximum 100 points).

8.

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4.1.4.3. The following points will be applicable for this bid:

- B-BBEE: maximum 20 points
- Price: maximum 80 points

5. WAN TECHNICAL SERVICES REQUIREMENTS.

5.1. The WAN Technical Services Requirements is indicated in Appendix B. The Bidder needs to complete the Technical Specification Schedule in full by indicating compliance, noncompliance or where the offer exceeds the technical specification requirement. Failure to do so will result in the bid being disqualified.

6. SPECIAL REQUIREMENTS.

6.1. Special requirements are negotiated technical or project management stipulations that will become contractually binding on the successful Bidder. These requirements are specific to an order and are over-and-above those prescribed in the KD documentation. The following special requirements may be applicable to this RFB:

- a. Armscor reserves the right to conduct a due diligence process in order to understand any material risks to Armscor, and to conduct a due diligence on bidders should it be required.
- b. Armscor reserves the right to verify the authenticity of any certificates and or any declarations made in response to this request for offer.
- c. The Armscor recommended Service Level Requirements (SLR) for all of the required services shall be mutually accepted by all parties prior to order placement. See Appendix C.
- d. Should the Bidder propose a microwave solution for Alkantpan, Armscor will only place and order on the successful bidder once the bidder is able to prove that the Alkantpan solution is SKA compliant.

7. SPECIAL CONDITIONS.

7.1. In addition to the General Conditions of Contract, A-STD-0020, the following special conditions may be applicable:

- a. Armscor reserves the right to an annual price review and renegotiate pricing to be in-line with local market trends.
- b. The bidder shall submit draft Service Level Agreement (SLA) report within 7 days of contracting.



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APPENDIX B: WAN TECHNICAL SERVICES REQUIREMENTS

Line Item	Item Name	Qty	Indicate Comply / Noncompliance / Requirement Exceeded
Armcor – Head Office - 370 Nossob street, Erasmuskloof X4, Pretoria			
1.	Installation of network, router and configuration (Once – Of, WAN Fibre) from Armcor – Head Office to nearest point of presence.	1	
2.	Router monthly rental for the latest model Cisco router that is capable of 10Gig throughput with a minimum of 6 ports.	60 Months	
3.	Minimum of 3 Gbps fixed fibre connectivity line monthly rental from Armcor Head Office to Private Cloud	60 Months	
Protechnik - 103 Combretum Crescent, Centurion, Highveld Techno Park			
4.	Installation of network, router and configuration (Once – Of, WAN fibre) - Protechnik to nearest to nearest point of presence.	1	
5.	Router monthly rental for the latest Cisco router that is capable of 1Gig throughput with a minimum of 4 ports.	60 Months	
6.	Minimum of 100Mbps fixed fibre connectivity line monthly rental from Protechnik to Private Cloud	60 Months	
Gerotek - 111 Elandsfontein 352 JR RD, Elandsfontein, Pretoria			
7.	Router monthly rental for the latest Cisco router that is capable of 1Gig throughput with a minimum of 4 ports.	60 Months	
Option 1 WAN Fibre Gerotek (Items 8 & 9)			
8.	Installation, network & router configuration (Once – Of, Microwave) - Gerotek to nearest line of site point of presence. Microwave to fibre backhaul to Private Cloud.	1	
9.	Minimum of 100Mbps Microwave connectivity line monthly rental from Gerotek to Private Cloud	60 Months	
Option 2 Microwave Gerotek (Items 10 & 11)			
10.	Installation of network, router and configuration (Once – Of, WAN fibre) from Gerotek to nearest point of presence.	1	
11.	Minimum of 100Mbps fixed fibre connectivity line monthly rental from Gerotek to Private Cloud	60 Months	
IMT - Martello Road, Simons Town, Cape Town			
12.	Installation, network & router configuration (Once – Of, WAN fibre) - IMT to nearest point of presence.	1	
13.	Router monthly rental for the latest Cisco router that is capable of 10Gig throughput with a minimum of 6 ports.	60 Months	
14.	Minimum of 700Mbps fixed fibre connectivity line monthly rental form IMT to Private Cloud	60 Months	
Eclipse – Lionel Slade Road Military Base 7, Medical Battalion, Centurion)			
15.	Installation, network & router configuration (Once – Of, WAN fibre) - Eclipse to nearest point of presence.	1	
16.	Router monthly rental for the latest Cisco router that is capable of 1Gig throughput with a minimum of 4 ports.	60 Months	
17.	Minimum of 5Mbps fixed fibre connectivity line monthly rental from Eclipse to Private Cloud.	60 Months	

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Line Item	Item Name	Qty	Indicate Comply / Noncompliance / Requirement Exceeded
Datacenter 141 - Sivewright Street, New Doornfontein, Johannesburg			
18.	Installation, network & router configuration (Once – Of, WAN fibre) - Datacenter 141 to nearest point of presence.	1	
19.	Router monthly rental for the latest Cisco router that is capable of 1Gig throughput with a minimum of 4 ports.	24 Months	
20.	Minimum of 5Mbps fixed fibre connectivity line monthly rental from Datacenter 141 to Private Cloud	24 Months	
Teraco House - 5 Brewery St, Isando, Johannesburg			
21.	Installation, network & router configuration (Once – Of, WAN fibre) - Teraco House to nearest point of presence.	1	
22.	Router monthly rental for the latest Cisco router that is capable of 1Gig throughput with a minimum of 4 ports.	24 Months	
23.	Minimum of 5Mbps fixed fibre connectivity line monthly rental from Teraco House to Private Cloud	24 Months	
SAAF Loftus - 1st Street Salvokop, Pretoria			
24.	Installation, network & router configuration (Once – Of, WAN fibre) – SAAF Loftus to nearest point of presence.	1	
25.	Router monthly rental for the latest Cisco router that is capable of 1Gig throughput with a minimum of 4 ports.	60 Months	
26.	Minimum of 5Mbps fixed fibre connectivity line monthly rental from SAAF Loftus to Private Cloud	60 Months	
New Germany - 9 Valley view Rd, New Germany			
27.	Installation, network & router configuration (Once – Of, WAN fibre) - New Germany to nearest point of presence.	1	
28.	Router monthly rental for the latest Cisco router that is capable of 1Gig throughput with a minimum of 4 ports.	60 Months	
29.	Minimum of 10Mbps fixed fibre connectivity line monthly rental from New Germany to Private Cloud.	60 Months	
WAR Seats, Guateng, Global Continuity - 41 Wordsworth Avenue, Senderwood			
30.	Installation, network & router configuration (Once – Of, WAN fibre) - WAR Seats, Guateng, Global Continuity to nearest point of presence.	1	
31.	Router monthly rental for the latest Cisco router that is capable of 1Gig throughput with a minimum of 4 ports.	60 Months	
32.	Minimum of 10Mbps fixed fibre connectivity line monthly rental from WAR Seats, Guateng, Global Continuity to Private Cloud.	60 Months	
WAR Seats, Western Cape, Telkom Datacentre - 22 Teddington Street, Bellville, Cape Town			
33.	Installation, network & router configuration (Once – Of, WAN fibre) - WAR Seats, Telkom Datacentre to nearest point of presence.	1	
34.	Router monthly rental for the latest Cisco router that is capable of 1Gig throughput with a minimum of 4 ports.	60 Months	
35.	Minimum of 10Mbps fixed fibre connectivity line monthly rental from WAR Seats, Telkom Datacentre to Private Cloud.	60 Months	
ISP to Private Cloud			

Line Item	Item Name	Qty	Indicate Comply / Noncompliance / Requirement Exceeded
36.	Installation, network & router configuration (Once – Of, WAN fibre) – From ISP still to be determined to Private Cloud	1	
37.	Minimum of 2.5 Gig fixed fibre connectivity line monthly rental – HO to ISP to nearest point of presence.	60 Months	
Alkantpan - Co-ordinates 29.9529° S, 22.2474° E			
38.	Router monthly rental for the latest Cisco router that is capable of 1Gig throughput with a minimum of 4 ports.	60 Months	
Option 1 WAN Fibre Alkantpan (Items 39 & 40)			
39.	Installation, network & router configuration (Once – Of, WAN fibre) – Alkantpan to nearest point of presence.	1	
40.	Minimum of 200Mbps fixed fibre connectivity line monthly rental – Alkantpan to Private Cloud.	60 Months	
Option 2 Microwave Alkantpan (Items 41 & 42)			
41.	Installation, network & router configuration (Once – Of, Microwave) - Alkantpan to nearest line of site point of presence. Microwave to fibre backhaul to Private Cloud. (Solution shall be SKA compliant)	1	
42.	Minimum of 200Mbps microwave connectivity line monthly rental – Alkantpan to Private Cloud. (Solution shall be SKA compliant)	60 Months	
SUPPORT, MAINTENANCE AND TRAINING			
43.	All hardware required to provide the WAN services is to be covered by a 5-year warrantee. (Full equipment list to be detailed on order placement)	1	
44.	SLA – Network infrastructure management & reporting on total WAN infrastructure as defined in the service level requirements.	60 Months	
45.	Training for 4 Armscor employees to be able to manage and operate the WAN infrastructure	1	
46.	Project Management Services as defined in the SOW	1	
ADDITIONAL OFFERINGS IF ANY			
47.	Additional monthly components required to deliver the WAN services (Full specification to be detailed)	60 Months	

APPENDIX C: STATEMENT OF WORK (SOW)

1. SERVICE LEVEL REQUIREMENTS

1.1. PURPOSE

- 1.1.1. This agreement will form the basis of a Service Level Agreement (SLA) between Armscor and the Service Provider. The purpose of this document is to define and measure the services supplied by the Service Provider to Armscor for the duration of the contract.
- 1.1.2. This Service Level Agreement defines the following:
 - 1.1.2.1. The roles and responsibilities of the parties in providing and managing the required services;
 - 1.1.2.2. The measurement definitions used to determine the level of service that is provided; and
- 1.1.3. The method of remedy framework for non-performance.

1.2. CHANGES TO SERVICES

- 1.2.1. Each party may propose changes to the scope, nature or time schedule of the services being performed under this Service Level Agreement. The parties will mutually agree to any proposed changes, including adjustments to fees and expenses as a result of any changes to the services rendered under this Agreement. All changes are subject to the following change control procedures:
 - 1.2.1.1. Request is logged at the Service Provider's Helpdesk or with the Customer Account Manager.
 - 1.2.1.2. Change request is signed off by authorised technical contact
 - 1.2.1.3. Schedule revised to include changes to the schedule of services
 - 1.2.1.4. Armscor's to acknowledge acceptance and approval of the changes

1.3. EFFECTIVE DATE AND DURATION

- 1.3.1. This SLA will be effective upon operation of the first pair of sites connected onto the private cloud and will run for the duration of the order.
- 1.3.2. There will be no automatic renewal of this agreement.

1.4. SERVICE COVER PERIOD

- 1.4.1. The Service Cover Period (SCP) is the period during which the services will be covered by this SLA. The SCP required is independent of the Service Level offered and any downtime accumulated outside the above-mentioned SCP will be considered as non-contractual downtime and will not be taken into consideration for service credit calculation purposes.
- 1.4.2. The SCP for this SLA is 24x7.

1.5. SERVICE LEVEL METRICS

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

INCIDENT PRIORITY	STATUS	BUSINESS IMPACT
Priority 1	Critical	Serious
Priority 2	Urgent	Medium
Priority 3	Medium	Minimal

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Priority 4	Low	None
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- 1.5.2. Critical - Business impact serious: Problems impacting entire business and/or all users
- 1.5.3. Urgent - Business impact medium: Problems impacting parts of business and/or some users; Administrative requests for existing services; Sales requests
- 1.5.4. Medium - Business impact minimal: Problems impacting single user / host in non-critical way; Administrative requests for new services; "How do I?" type questions
- 1.5.5. Low - No business impact: Generation of reports; software updates and installations; Cosmetic enhancements
- 1.5.6. Notwithstanding the above, where a resolution is not available at the time the SERVICE PROVIDER will contact Armscor and will attempt to estimate and communicate an expected resolution time.
- 1.5.7. The service provider undertakes to respond and resolve incidences according to the following priority matrix:
 - 1.5.7.1. Priority 1: 2 hours to respond 8 hours MADT per month.
 - 1.5.7.2. Priority 2: 2 hours to respond 12 hours to MADT per month.
 - 1.5.7.3. Priority 3: 4 hours to respond 24 hours to MADT per month.
 - 1.5.7.4. Priority 4: 48 hours to respond and hours to resolve is as mutually agreed
- 1.5.8. Time to Repair Service Credits
In the event that the Agreed Accumulative Down Time (AADT) for the month exceeds the agreed Maximum Accumulated Down Time (MADT), then the following formula will be used to calculate the appropriate service credit:

$$\text{Service Credit} = \frac{\text{AADT}(\text{hrs}) - \text{MADT}(\text{hrs})}{T_{\max}(\text{hrs}) - \text{MADT}(\text{hrs})} * (\text{Value for service credits})$$

Value for Service Credits is equal to the total monthly cost per site. Which includes the monthly SLA and any line and infrastructure rental costs for the affected Service Element.

Tmax(hrs) is equal to the total number of hours in a year divided by 12

1.6. CONTACT CENTRE

- 1.6.1. The Service Provider is to provide a Contact Centre which is 24x7 for Incident logging.

2. SCOPE OF THE SERVICE LEVEL REQUIREMENTS

The following Service is supplied by the Service Provider to the Armscor for the duration of the contract.

Service	Monitoring & Management	Reporting	Hardware Maintenance	Time to Repair Commitments
WAN	Re-active	Incident reporting	Yes	Yes

2.1. GENERAL SUPPORT

- 2.1.1. Armscor is responsible for the 1st line support and initial troubleshooting in diagnosing and pinpointing the fault or failure of the hardware and/or systems. 1st

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line support is defined as followings:

- 2.1.1.1. Initial fault finding, troubleshooting and error checking
- 2.1.1.2. Health and performance reporting
- 2.1.1.3. Configuration changes
- 2.1.2. The Service Provider shall be the 2nd line of support and assist in providing services where Armscor's support staff is unable to resolve a particular issue. This support is provided via email and/or telephonically.
- 2.1.3. In the event that the issue cannot be resolved at 2nd line support the Service Provider shall provide or arrange for on-site 3rd line support.
- 2.1.4. For a 3rd line support call the Service Provider is to arrange a convenient date and time to come on site to provide the necessary support.
- 2.1.5. Remote support is limited to telephonic and email only as no remote access will be granted.
- 2.1.6. In the course of dealing with an incident a possible "workaround" could be identified. A "workaround" for these purposes means a method of using other equipment or methodologies which avoids the problem or minimises its effect and which does not result in substantial inconvenience or expenses for Armscor.
- 2.1.7. The provision of a workaround shall not result in the call being logged as fixed, and does not relieve the Service Provider of its obligation to correct the problem within the target time limits.
- 2.1.8. Ad hoc time and material support will only commence once agreed upon with Armscor and an official Armscor work authorization has been issued.
- 2.1.9. The Service Provider is to ensure that Armscor is provided with software maintenance releases and updates as and when they become generally available without additional charge.
- 2.1.10. The following exclusions apply:
 - 2.1.10.1. Restoration of file structures and data. This remains the responsibility of the Armscor at all times - assistance could however be requested from the Service Provider based upon a time and material and resource availability at the time of Service Provider.
 - 2.1.10.2. Replacement of parts and/or services to repair damage caused or resulting from neglect, misuse or transportation of the part/s of or by a party other than the service provider, water damage, or modification of the equipment not approved, authorised or directed by the service provider
 - 2.1.10.3. Replacement of parts and/or services to repair damage caused by failure to provide or maintain adequate or appropriate electrical power, air conditioning, humidity controls, electrical surge protection, or any other facilities or environmental conditions
 - 2.1.10.4. Assistance with Business application support that is not covered in this SLA business application support.
 - 2.1.10.5. Assistance with technical faults not related to Service Provider's services.
 - 2.1.10.6. New installations outside of the scope of this agreement.
 - 2.1.10.7. Assisting with technical aspects of Armscor's infrastructure that is not related to Service Provider's service or product.
 - 2.1.10.8. Ad hoc project work outside of the scope of this agreement.

2.2. HARDWARE SUPPORT

- 2.2.1. In the event of a device or component failure the Service Provider shall replace the



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faulty unit according to the guidelines as listed below:

- 2.2.1.1. Shipment of a replacement or loan device or component to the affect Armscor site.
- 2.2.1.2. Shipment per failed device or component from the Armscor site back to the OEM for repair.
- 2.2.1.3. Any faulty hard drive or data bearing device that is not striped is not to be removed from the Armscor site and will be destroyed as per Armscor's security policy.
- 2.2.1.4. Shipment of the repaired device or component back from the OEM to the relevant Armscor site.
- 2.2.1.5. Physically swap out and reconfigure the faulty device and/or component.
- 2.2.2. The Service Provider is to keep the systems patching, software and firmware upgrades and updates up-to-date and current as per the OEM's prescriptions for the duration of the contract.
- 2.2.3. The Service Provider is to reconfigure the System's OS as and when required by the OEM.

2.3. INCIDENT MANAGEMENT

- 2.3.1. Armscor will log a call at the Service Provider call desk
 - 2.3.1.1. Authorized person logging the call
 - 2.3.1.2. Serial number of the kit/make model
 - 2.3.1.3. Fault description which includes the error report from the appliance
 - 2.3.1.4. Contact details confirmed
- 2.3.2. The Service Provider shall provide Armscor with a call reference number and escalate the call to ensure adherence to the SLA.
- 2.3.3. The resolution of incidents and service requests shall be managed through the Service Provider call centre.
- 2.3.4. Co-ordinate resolution
 - 2.3.4.1. The service provider call centre shall assign each request or incident to the appropriate resolver group.
 - 2.3.4.2. The resolver group shall be responsible to resolve the incident or execute the requested services and to notify the service provider call centre with regard to progress
 - 2.3.4.3. The service provider call centre shall notify the requestor with regard to progress on a regular basis.
- 2.3.5. Controlling
 - 2.3.5.1. Both parties shall make every reasonable effort to ensure people, processes and technology are efficiently deployed and have the functionality to deliver and report on the services requested.
 - 2.3.5.2. The service provider call centre shall measure and record the resolution time, the nature of resolution of incidents or service requests and report performance on all incidents logged.
 - 2.3.5.3. Calls not logged via the service provider call centre shall be excluded from any SLA.
 - 2.3.5.4. The Mean Time to Respond and Resolve starts when the call is logged with the service provider call centre. The call timer is stopped, outside of Service Hours and continues at the start of the following business day.

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- 2.3.5.5. Service levels will not apply to IT Equipment, services or other assets not under the control or management of the service provider and is not detailed or listed on the equipment schedules relevant to this SLA.
- 2.3.5.6. All calls logged on the system use the equipment serial number as reference, and if the equipment is not on the schedule it is assumed that no SLA is in place, and no SLA metric shall apply.
- 2.3.6. Escalation
 - 2.3.6.1. To ensure that Armscor receives senior management attention on unresolved issues, the SERVICE PROVIDER shall provide a 3 level problem escalation procedure as follows:
 - 2.3.6.1.1. Help Desk (2 hours response time)
 - 2.3.6.1.2. Account Manager (4 hours response time)
 - 2.3.6.1.3. Director (NBD response time)
 - 2.3.6.2. Should Armscor wish to escalate a problem, because of the urgency of the problem, or because they feel that the problem is not being given the priority it deserves, the following procedure must be followed:
 - 2.3.6.2.1. Contact the helpdesk with the reference number and request that the call be escalated.
 - 2.3.6.2.2. If for whatever reason Armscor feels, this to be inappropriate, Armscor can contact the Account Manager directly instead.

2.4. SLA MEETING AND REPORTING

- 2.4.1. To ensure that the system is performing and tuned correctly the Service Provider will perform an audit on the system every quarter and below are listed the tasks to be performed during the health check audit:
 - 2.4.1.1. Review current running configuration
 - 2.4.1.2. Review devices' status
 - 2.4.1.3. Review devices' log files
 - 2.4.1.4. Highlight unexpected log messages and perceived anomalies
 - 2.4.1.5. Further investigate events which may be negatively affecting optimization performance
 - 2.4.1.6. Add finding to issues list
 - 2.4.1.7. Compare configuration against Armscor Architectural standard
 - 2.4.1.8. Review QoS policies
 - 2.4.1.9. List all discrepancies in issues list
 - 2.4.1.10. Provide a report covering unhealthy devices and recommendations in order to rectify the identified issues.
- 2.4.2. Service Review Meetings will be held at the request of Armscor on a monthly basis at the Armscor's offices. Armscor will chair these meetings and the Service Provider will provide secretary services. The issues to be covered will include the following:
 - 2.4.2.1. Service performance levels.
 - 2.4.2.2. Support performance levels
 - 2.4.2.3. System issues
 - 2.4.2.4. Compensation issues
 - 2.4.2.5. Administrative issues



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- 2.4.2.6. Security issues
- 2.4.2.7. Changes proposed

2.5. NON SLA SERVICES

- 2.5.1. All services requested by the Armscor and falling outside the Scope of this Agreement shall follow the following procedure:
 - 2.5.1.1. A request may be sent by Armscor through the ticket system (by Armscor management only).
 - 2.5.1.2. The Service Provider will notify Armscor of the fact that the service requested falls outside the scope of the standard services covered by this SLA and provide Armscor with the extraneous costs applicable to the delivery of such non-standard services.
- 2.5.2. Armscor shall elect whether to proceed with the non-standard services.
 - 2.5.2.1. All ancillary matters pertaining to such non-standard services such as timeframes and Service Provider requirements shall be as agreed by Service Provider and the Armscor from time to time;
 - 2.5.2.2. Service Provider is under no obligation to provide the Armscor with the non-standard services requested from Service Provider

2.6. COMPENSATION

- 2.6.1. Reimbursable expenses: Reimbursable expenses means an agreed to incidental service reasonably incurred by the Service Provider in performing its obligations, plus a ten percent (10%) administrative fee. These expenses include without limitation required hardware and peripheral devices
- 2.6.2. Armscor delays to Services: The Service Provider will be entitled to an adjustment of fees payable by Armscor if the Service Provider is prevented from performing specific Services for any reasons beyond the control of the Service Provider and the delay is caused directly or indirectly by Armscor.
- 2.6.3. Invoices: As per order.
- 2.6.4. Payment Terms: As per order.
- 2.6.5. Taxes: As per order.
- 2.6.6. Interest for late payment: As per order.
- 2.6.7. Annual increase in Professional Fees: As per order.
- 2.6.8. Travel and Subsistence: As per order.

2.7. ARMSCOR'S DUTIES AND RESPONSIBILITIES

- 2.7.1. Armscor personnel, facilities and resources: Armscor will ensure that the Service Provider has timely access to appropriate Armscor personnel and will arrange for the Service Provider's personnel to have suitable and safe access to Armscor's facilities and systems.
- 2.7.2. ARMSCOR shall ensure that Service Provider is kept up to date on the location of the equipment subject to service under this agreement. All network Changes are to be logged as an update to current design documentation.
- 2.7.3. Training on specialised systems, software, equipment or tasks: Armscor will ensure that all Armscor personnel who work on the systems, software, equipment or tasks relevant to SERVICE PROVIDER services are adequately qualified and receive suitable training.
- 2.7.4. Approvals and Information: Armscor will respond promptly to any Service Provider



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

- 2.7.5. System requirements and recommended hardware: The systems requirements and recommended hardware for the provisioning of the SERVICE PROVIDER services is the responsibility of Armscor.
- 2.7.6. No Access / No Fault Found: Where the service provider has dispatched a representative to attend to a fault reported by the Armscor and such representative is unable to gain access to the location or to the equipment subject to the reported fault or to any other equipment reasonable necessary or no fault is found, the call shall be treated as an ad-hoc callout and be fully billable in accordance with the standard labour rates as quoted.
- 2.7.7. Ad hoc Call Out: Where the Armscor requests the service provider to dispatch a representative to the Armscors site (normally by way of logging a support call) for any service which is not covered by this or any other SLA Armscor may have with the service provider, the call shall be treated as an ad-hoc callout and be fully billable in accordance with standard labour rates as quoted.

2.8.WARRANTIES AND REMEDIES

- 2.8.1. Quality of Service: The Service Provider warrants that the services will be performed in a professional and workmanlike manner consistent with industry standards reasonably applicable to such services. If Armscor considers that a breach of warranty has occurred, and notifies the Service Provider in writing, stating the nature of the breach then the Service Provider will be required to urgently correct any affected services to ensure compliance with the warranty. The Service Provider shall not assume responsibility for diminished quality of Service related to the hardware used by Armscor. The Service Provider shall endeavour to inform Armscor of preferable hardware.
- 2.8.2. Remedies for breaches: In the event of any defective performance from Service Provider or failure to furnish the agreed level of service, the Service Provider will make reasonable efforts to restore the levels of service on an urgent basis. If any penalties and refunds are payable in the event of defective service, the amount claimable shall not exceed the professional fee amount applicable for the month(s) in which defective service was rendered by the Service Provider.

2.9. TRAINING

- 2.9.1. Training shall be provided to IT technical support staff, administrators and users for mostly management reporting.
- 2.9.2. Training documentation (Plan, Strategy, Curriculum, Training Material, User manuals) shall be provided by the successful bidder on order placement.

2.10. PROJECT MANAGEMENT SERVICES REQUIREMENT

The service provider shall provide the project management services for the duration of the implementation phase. These services and are detailed as follows:



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- 2.10.1. Weekly implementation progress meetings to be held under the chairmanship of Armscor and the service provider is to supply secretarial services.
- 2.10.2. A Project deployment plan (including the following: Project schedule, Project scope and Project implementation approach) is to be developed and agreed to by Armscor.
- 2.10.3. A Project closeout report for the implementation phase is to be compiled and accepted by Armscor. This report is to include the as built drawings and documentation and line speed test results.

2.11. GENERAL

- 2.11.1. Assignment: Neither Party may assign or otherwise transfer the Agreement without the prior written consent of the other Party.
- 2.11.2. Severability: The provisions of this Agreement are severable and the unenforceability of one of the provisions shall not affect the enforceability of the other provisions.
- 2.11.3. Confidentiality: Both parties agree to hold information and material of the disclosing party in strictest confidence, not to make use thereof other than for the performance under this Agreement, to release it only to authorised employees reasonably requiring the information and not to release or disclose it to any other party, unless so required by law.

2.12. NON PERFORMANCE

- 2.12.1. Should the service provider not achieve the metrics as set out this SLA for any three consecutive months during the duration of this agreement the service provider will be in default of this agreement and remedied according to A-STD-0020

2.13. EQUIPMENT SCHEDULE

- 2.13.1. The Service Provider shall provide an equipment schedule that lists the items covered by this SLA on order placement.

2.14. TECHNICAL ACCEPTANCE CONDITIONS:

- 2.14.1. The contractor shall be responsible for effective Quality Assurance (QA) measures to ensure the quality of service.
- 2.14.2. The acceptance conditions will be in accordance with Armscor's Contract Conditions, Technical Standards, A-STD-61.
- 2.14.3. Acceptance shall be done by means of an Inspection/Release/Acceptance Certificate (Form K225) issued, signed and stamped by a representative of Armscor's Quality Department after delivery.



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APPENDIX D- DETAILED PRICE BREAKDOWN

Line Item	Item Name	Qty	Unit Price in Foreign Currency	Unit Price in S.A. Currency	Sub Total
Armcor – Head Office - 370 Nossob street, Erasmuskloof X4, Pretoria					
1.	Installation of network, router and configuration (Once – Of, WAN Fibre) from Armcor – Head Office to nearest point of presence.	1			
2.	Router monthly rental for the latest model Cisco router that is capable of 10Gig throughput with a minimum of 6 ports.	60 Months			
3.	Minimum of 3 Gbps fixed fibre connectivity line monthly rental from Armcor Head Office to Private Cloud	60 Months			
Protechnik - 103 Combretum Crescent, Centurion, Highveld Techno Park					
4.	Installation of network, router and configuration (Once – Of, WAN fibre) - Protechnik to nearest to nearest point of presence.	1			
5.	Router monthly rental for the latest Cisco router that is capable of 1Gig throughput with a minimum of 4 ports.	60 Months			
6.	Minimum of 100Mbps fixed fibre connectivity line monthly rental from Protechnik to Private Cloud	60 Months			
Gerotek - 111 Elandsfontein 352 JR RD, Elandsfontein, Pretoria					
7.	Router monthly rental for the latest Cisco router that is capable of 1Gig throughput with a minimum of 4 ports.	60 Months			
Option 1 WAN Fibre Gerotek (Items 8 & 9)					
8.	Installation, network & router configuration (Once – Of, Microwave) - Gerotek to nearest	1			

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Line Item	Item Name	Qty	Unit Price in Foreign Currency	Unit Price in S.A. Currency	Sub Total
	line of site point of presence. Microwave to fibre backhaul to Private Cloud.				
9.	Minimum of 100Mbps Microwave connectivity line monthly rental from Gerotek to Private Cloud	60 Months			
Option 2 Microwave Gerotek (Items 10 & 11)					
10.	Installation of network, router and configuration (Once – Of, WAN fibre) from Gerotek to nearest point of presence.	1			
11.	Minimum of 100Mbps fixed fibre connectivity line monthly rental from Gerotek to Private Cloud	60 Months			
IMT - Martello Road, Simons Town, Cape Town					
12.	Installation, network & router configuration (Once – Of, WAN fibre) - IMT to nearest point of presence.	1			
13.	Router monthly rental for the latest Cisco router that is capable of 10Gig throughput with a minimum of 6 ports.	60 Months			
14.	Minimum of 700Mbps fixed fibre connectivity line monthly rental form IMT to Private Cloud	60 Months			
Eclipse – Lionel Slade Road Military Base 7, Medical Battalion, Centurion)					
15.	Installation, network & router configuration (Once – Of, WAN fibre) - Eclipse to nearest point of presence.	1			
16.	Router monthly rental for the latest Cisco router that is capable of 1Gig throughput with a minimum of 4 ports.	60 Months			
17.	Minimum of 5Mbps fixed fibre connectivity line monthly rental	60 Months			



Line Item	Item Name	Qty	Unit Price in Foreign Currency	Unit Price in S.A. Currency	Sub Total
	from Eclipse to Private Cloud.				
Datacenter 141 - Sivewright Street, New Doornfontein, Johannesburg					
18.	Installation, network & router configuration (Once – Of, WAN fibre) - Datacenter 141 to nearest point of presence.	1			
19.	Router monthly rental for the latest Cisco router that is capable of 1Gig throughput with a minimum of 4 ports.	24 Months			
20.	Minimum of 5Mbps fixed fibre connectivity line monthly rental from Datacenter 141 to Private Cloud	24 Months			
Teraco House - 5 Brewery St, Isando, Johannesburg					
21.	Installation, network & router configuration (Once – Of, WAN fibre) - Teraco House to nearest point of presence.	1			
22.	Router monthly rental for the latest Cisco router that is capable of 1Gig throughput with a minimum of 4 ports.	24 Months			
23.	Minimum of 5Mbps fixed fibre connectivity line monthly rental from Teraco House to Private Cloud	24 Months			
SAAF Loftus - 1st Street Salvokop, Pretoria					
24.	Installation, network & router configuration (Once – Of, WAN fibre) – SAAF Loftus to nearest point of presence.	1			
25.	Router monthly rental for the latest Cisco router that is capable of 1Gig throughput with a minimum of 4 ports.	60 Months			
26.	Minimum of 5Mbps fixed fibre connectivity line monthly rental	60 Months			



Line Item	Item Name	Qty	Unit Price in Foreign Currency	Unit Price in S.A. Currency	Sub Total
	from SAAF Loftus to Private Cloud				
New Germany - 9 Valley view Rd, New Germany					
27.	Installation, network & router configuration (Once – Of, WAN fibre) - New Germany to nearest point of presence.	1			
28.	Router monthly rental for the latest Cisco router that is capable of 1Gig throughput with a minimum of 4 ports.	60 Months			
29.	Minimum of 10Mbps fixed fibre connectivity line monthly rental from New Germany to Private Cloud.	60 Months			
WAR Seats, Guateng, Global Continuity - 41 Wordsworth Avenue, Senderwood					
30.	Installation, network & router configuration (Once – Of, WAN fibre) - WAR Seats, Guateng, Global Continuity to nearest point of presence.	1			
31.	Router monthly rental for the latest Cisco router that is capable of 1Gig throughput with a minimum of 4 ports.	60 Months			
32.	Minimum of 10Mbps fixed fibre connectivity line monthly rental from WAR Seats, Guateng, Global Continuity to Private Cloud.	60 Months			
WAR Seats, Western Cape, Telkom Datacentre - 22 Teddington Street, Bellville, Cape Town					
33.	Installation, network & router configuration (Once – Of, WAN fibre) - WAR Seats, Telkom Datacentre to nearest point of presence.	1			
34.	Router monthly rental for the latest Cisco router that is capable of 1Gig throughput with	60 Months			



Line Item	Item Name	Qty	Unit Price in Foreign Currency	Unit Price in S.A. Currency	Sub Total
	a minimum of 4 ports.				
35.	Minimum of 10Mbps fixed fibre connectivity line monthly rental from WAR Seats, Telkom Datacentre to Private Cloud.	60 Months			
ISP to Private Cloud					
36.	Installation, network & router configuration (Once – Of, WAN fibre) – From ISP still to be determined to Private Cloud	1			
37.	Minimum of 2.5 Gig fixed fibre connectivity line monthly rental – HO to ISP to nearest point of presence.	60 Months			
Alkantpan - Co-ordinates 29.9529° S, 22.2474° E					
38.	Router monthly rental for the latest Cisco router that is capable of 1Gig throughput with a minimum of 4 ports.	60 Months			
Option 1 WAN Fibre Alkantpan (Items 39 & 40)					
39.	Installation, network & router configuration (Once – Of, WAN fibre) – Alkantpan to nearest point of presence.	1			
40.	Minimum of 200Mbps fixed fibre connectivity line monthly rental – Alkantpan to Private Cloud.	60 Months			
Option 2 Microwave Alkantpan (Items 41 & 42)					
41.	Installation, network & router configuration (Once – Of, Microwave) - Alkantpan to nearest line of site point of presence. Microwave to fibre backhaul to Private Cloud. (Solution shall be SKA compliant)	1			
42.	Minimum of 200Mbps microwave connectivity line	60 Months			

8.

Line Item	Item Name	Qty	Unit Price in Foreign Currency	Unit Price in S.A. Currency	Sub Total
	monthly rental – Alkantpan to Private Cloud. (Solution shall be SKA compliant)				
SUPPORT, MAINTENANCE AND TRAINING					
43.	All hardware required to provide the WAN services is to be covered by a 5-year warrantee. (Full equipment list to be detailed on order placement)	1			
44.	SLA – Network infrastructure management & reporting on total WAN infrastructure as defined in the service level requirements.	60 Months			
45.	Training for 4 Armscor employees to be able to manage and operate the WAN infrastructure	1			
46.	Project Management Services as per the requirement.	1			
ADDITIONAL OFFERINGS IF ANY					
47.	Additional monthly components required to deliver the WAN services (Full specification to be detailed)	60 Months			
	TOTAL (excluding VAT)	LOT			



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

QUESTIONNAIRE

REPLIES

1 What is the request for bid number?

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

3 Indicate which of the following applies:

3.1 The prices are fixed.

☐

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

☐

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

.....
.....

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

5 Foreign content:

5.1 What amount in foreign currency must be remitted overseas?

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

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

6 Statutory costs:

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

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

a) Customs duty?

b) Ad valorem customs duty?

PRICE BREAKDOWN

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

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

BROAD-BASED BLACK ECONOMIC EMPOWERMENT

ACRONYMS AND ABBREVIATIONS

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

1. MANDATORY B-BBEE REQUIREMENT:

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

2. COMPULSORY B-BBEE REQUIREMENTS

2.1 Pre-Qualification Criteria

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

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

2.2 Sub-Contracting

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

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

3. PREFERENCE POINTS FOR BROAD-BASED BLACK ECONOMIC EMPOWERMENT

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

4. ALLOCATION OF B-BBEE POINTS

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

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

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

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

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

5.1.2 A B-BBEE Certificate issued by either the CIPC or a SANAS Accredited Verification Agency**5.1.3 An unincorporated Joint Venture / Consortium must submit a Consolidated B-BBEE Certificate in the name of the Joint Venture / Consortium issued by a SANAS accredited Verification Agency.****5.1.4 B-BBEE status must be based on the latest financial year-end information, otherwise it is invalid and unacceptable.****5.2 Sub-Contracting****5.2.1 A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.****5.2.2 A bidder awarded a contract must obtain the approval of Armscor prior to any changes in the subcontracting arrangement.**

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

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

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

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

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

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

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

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

AUTHORISED SIGNATURE : Date:

Name in block letters, :

Capacity :

-1-

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;"

ANNEXURE 1 TO KD24

3. I hereby declare under Oath that:

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

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

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

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

Commissioner of Oaths	Deponent
Credentials and Signature	
	Signature
Date	Date

ANNEXURE 2 TO KD24

DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<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	Level One (135% B-BBEE procurement recognition)	
At Least 51% Black Owned	Level Two (125% B-BBEE procurement recognition)	

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

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

Commissioner of Oaths	Deponent
Credentials and Signature	
	Signature
Date	Date

ANNEXURE 1 TO KD25

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ARMSCOR					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT :					
ARMSCOR BID BOX VISITORS ENTRANCE (BLOCK 8), 370 NOSSOB STREET,					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. A.L Mmbengwa		CONTACT PERSON	Mr. A.L Mmbengwa	
TELEPHONE NUMBER	012 428 3610		TELEPHONE NUMBER	012 428 3610	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	scmbids@armscor.co.za		E-MAIL ADDRESS	scmbids@armscor.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <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.					

ANNEXURE 1 TO KD25

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

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

INTELLECTUAL PROPERTY REQUIREMENTS

1 INTRODUCTION

1.1 What is Intellectual Property?

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

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

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

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

1.2 How is IP manifested?

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

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

NOTE:

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

1.3 What is Background IP?

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

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

1.4 What is Historic IP?

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

1.5 What is Foreground IP?

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

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

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

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

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

Historic and Foreground IP may be either

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

2. IP RECORDAL REQUIREMENTS

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

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

2.1 Background IP Utilised

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

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

2.2 Historic IP Utilised

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

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

2.3 Foreground IP to be generated

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

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

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

Note 2: To facilitate the easy and correct recording of IP, bidders and contractors will be required to utilise the specially constructed spread sheet from Armscor's web site. After completion, the spreadsheet must be printed and attached to the bid, which will thus form an integral part of the bid.

3. SAFEGUARDING OF IP

3.1 IP Agreement

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

3.2 Management and Safeguarding of IP

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

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

3.3 IP Delivery

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

3.4 IP Audits

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

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

4.1 Background

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

The workbook consists of the following three spreadsheets:

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

4.2 Electronic Form Definitions

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

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

5. 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: _____