

INVITATION TO BID

REQUEST FOR BID DESCRIPTION: ARMD/2020/15 - THE PROCUREMENT OF EQUIPMENT FOR THE CONDITION BASED MAINTENANCE IN THE ENGINEERING SERVICES AT ARMSCOR DOCKYARD

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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"/> |

KD17

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

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

**REQUEST FOR BID: ARMD/2020/15 - THE PROCUREMENT OF EQUIPMENT
FOR THE CONDITION BASED MAINTENANCE IN THE ENGINEERING
SERVICES AT ARMSCOR DOCKYARD**

INSTRUCTIONS ON SUBMISSION OF BIDS

- 1.1 Bid Closing at **11:00 am on 16 February 2022 (SOUTH AFRICAN TIME)**
- 1.2 Bids must be submitted in a sealed envelope marked with this bid reference number.
- 1.3 The sealed envelope must be deposited in the bid box at Armscor Dockyard, Cole Point Security gate, Simon's Town before the bid closing date and time addressed to:

[illegible]

Postal address: Armscor Dockyard
Private Bag X3
Simon's Town, 7995

Delivery address: Armiscor Dockyard Tender Box
Dockyard Security Entrance
Cole Point Road
Simon's Town

- 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. **Arm Scor will not be held responsible for any delays where bid documents are handed to the Arm Scor 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:
The Procurement Secretariat. E-mail Address: **MamphoL@armscordy.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 **120** days counted from the closing date.

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

BID AWARD RESULTS:

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

BIDDING STRUCTURE

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

Only fill the relevant category:

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

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

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

NB: Submit with the bid the following documents:

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

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

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

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

If Joint Venture or Consortium, indicate the following:

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

NB: Submit with the bid the following documents:

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

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

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

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

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

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

Declaration:

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

.....
Name

.....
ID number

Declaration of Bidder's Past Supply Chain Management Practices

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

KD17

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.

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SUPPLIER REGISTRATION

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

For more information on security registration contact:-

The Security Registration
Private Bag X337
PRETORIA
0001

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

ALL BIDDERS SHALL COMPLY WITH THE FOLLOWING:

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

5. **Broad-Based Black Economic Empowerment Compliance:**

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

6. **Advance payments:**

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

7. **Performance Guarantee:**

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

8. **Commissions:**

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

9. **Tax Compliance Requirements**

It is a condition of bid that the successful bidder 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 Armscor to use the PIN code for verification of tax compliance status of the supplier.
- 9.4 In bids where Consortia /Joint Ventures / are involved, each party must submit a separate tax compliance PIN with authorisation letter.
- 9.5 In the event of subcontracting, tax compliance PIN letter and authorisation letter for the subcontractor must also be submitted with the bid.

- 9.6 Tax compliance is done via e-filing on the SARS 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 |

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

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.

Note: BIDDERS CAN BID FOR ANY ONE, ALL OR ANY COMBINATION OF THE THREE (3) ITEMS.

| ITEM NO | DESCRIPTION | UNIT PRICE | QTY | SUBTOTAL (UNIT PRICE X QTY) |
|-------------------------|--|------------|-----|--------------------------------|
| CATEGORY A ITEMS | | | | |
| 01 | Price to supply, install, calibrate and commission a Biosafety Cabinet Class II type B2 and accessories as per RFB, Annexure A, User Requirement Statement | | 01 | |
| 02 | Price to carry out the recommended maintenance plan for year 2 and 3 (maintenance, calibration, etc.) on the Biosafety Cabinet as per RFB, Annexure A, User Requirement Statement | | 01 | |
| 03 | Price to supply Particle Counter and Size Classification and all accessories including commissioning and training as per RFB, Annexure A, User Requirement Statement | | 01 | |
| 04 | Price to carry out the recommended maintenance plan for year 2 and 3 (maintenance, calibration, etc.) on the Particle Counter as per RFB, Annexure A, User Requirement Statement | | 01 | |
| 05 | Price to supply Multi Auto Titrator and all accessories including commissioning and training as per RFB, Annexure A, User Requirement Statement | | 01 | |
| 06 | Price to carry out the recommended maintenance plan for year 2 and 3 (maintenance, calibration, etc.) on the Multi Auto Titrator as per RFB, Annexure A, User Requirement Statement | | 01 | |
| | | | | |

Note the following applicable to the tender:

Mandatory Black Equity Ownership:
– Minimum 35% - Applicable

The following must be addressed in detail in the KD17:

- Pre-qualification criteria (Regulation 4) BBBEE Level 4 or better
- Single-envelope (using only critical criteria without functional criteria)

| | | | | |
|--|------------------------------|--|--|--|
| | TOTAL (excluding VAT) | | | |
| | VAT | | | |
| | TOTAL (including VAT) | | | |

1. Delivery address:
 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

NOTE: - PRICE BREAKDOWN

Please provide a breakdown of the price in terms of the following:

- Material/Equipment: R_____
- Delivery of items/material to Client site (if applicable): R_____
- Transport rate per km: _____ R/km
- Labour cost (**applicable for installation of the biosafety cabinet only**): R_____ against the utilised labour classes, their rates and hours to be utilised:

| | R/Hour | Hours |
|---------------|---------------|--------------|
| - Labourers | | |
| - Artisans | | |
| - Technicians | | |
| - Engineers | | |
| - Others | | |
| - | | |

- Mark-up percentage _____%

Breakdown of Mark-up percentage (e.g. financing cost, profit, etc.):

- _____
- _____
- _____
- _____

**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 :

DECLARATION OF INTEREST

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

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

* Delete whichever is not applicable

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

*YES / NO

2.1. If yes, state particulars.

.....

.....

.....

.....

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

*YES / NO

3.1. If yes, state particulars.

.....

.....

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

*YES / NO

4.1. If yes, state particulars.

.....

.....
Signature of Declarant

.....
Bid number

.....
Date

.....
Position of Declarant
(See Paragraph 1)

.....
Name of Company or Bidder

DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – EXEMPTED MICRO ENTERPRISE

I, the undersigned,

| | |
|---------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

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

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

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 |

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 | |
| | <hr/> Signature |
| <hr/> Date | <hr/> 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/updated).
- Short IP description
- Master record index (MRI) reference with version and date
- Original Supplier
- Cost of Establishment
- Percentage Ownership (DOD)
- Associated Milestone / Line item on the order under which the IP will be established.

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

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

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

3. SAFEGUARDING OF IP

3.1 IP Agreement

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

3.2 Management and Safeguarding of IP

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

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

3.3 IP Delivery

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

3.4 IP Audits

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

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

4.1 Background

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

The workbook consists of the following three spreadsheets:

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

4.2 Electronic Form Definitions

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

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

5. 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: _____



RFB NUMBER: ARMD/2020/15

7103-04-RFB-20/21-01

THE PROCUREMENT OF EQUIPMENT FOR THE CONDITION BASED MAINTENANCE IN THE ENGINEERING SERVICES AT ARMSCOR DOCKYARD

SUMMARY: THIS DOCUMENT CONTAINS THE REQUIREMENT FOR THE
PROCUREMENT OF EQUIPMENT FOR THE CONDITION BASED
MAINTENANCE IN THE ENGINEERING SERVICES AT ARMSCOR DOCKYARD

DATE OF ISSUE : MAY 2021

| AMENDMENT HISTORY | | |
|-------------------|------|---------------|
| DOCUMENT ISSUE | DATE | CHECKED BY |
| 01 | | |

DISTRIBUTION PAGE

| COPY NUMBER | DISTRIBUTION |
|------------------|---|
| 01 (Master Copy) | Mr J Relihan Armcor Dockyard Procurement Secretariat |

ABBREVIATIONS

The following non-standard terms have been used in this document, which are explained as follows:

| | |
|------------|--|
| Client | ARMSCOR Dockyard |
| Contractor | The company contracted by ARMSCOR to supply as per Specification |
| OEM | Original Equipment Manufacturer |
| RFB | Request For Bid |

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1. INTRODUCTION

1.1 INSTRUCTION TO BIDDER/S

The Bidder/s must strictly adhere to the requirements stipulated in this Request for Bid (RFB). The onus rests on the Bidder/s to submit an unambiguous bid in order to enable Armscor to carry out a transparent and fair bid evaluation.

1.2 SCOPE

The Purpose of this Request for Bid is to appoint a provider/s to supply, the following equipment: Biosafety Cabinet Class II Type B2; Particle Counter and Size Classification and Auto Titrator to the Condition Based Maintenance Section in the Engineering Services Division and also to install, commission and provide training for Biosafety Cabinet Class II Type B2; Particle Counter and Size Classification; and Multi Auto Titrator at Armscor Dockyard, Simon's Town.

As set out in paragraph 5.4 in this document.

2. APPLICABLE DOCUMENTS

Armscor documents are available on the Armscor Website <http://www.armscor.co.za>. The following documents are applicable to this RFB to the extent specified herein:

- 3.1 A-STD-0010: Rules Applicable to prospective Contractors, Issue 2, 21 April 2014.
- 3.2 A-PROC-9053: Supplier sourcing procedure (BIDS), Issue 001, 01 SEPTEMBER 2020.
- 3.3 A-STD-0020: Armscor's General Conditions of Contract, issue 004 dated 14 February 2020.
- 3.4 A-PRAC-4011: BBBEE Practice, Issue 006.
- 3.5 A-STD-61 Part 5: Contract Conditions, Technical, Standard for Commercial Off-the-Shelf (COTS) Procurement.
- 3.6 A-DOC – 9045: Terms of reference for the bid evaluation committee
- 3.7 A-DOC – 9046: Terms of reference for the bid specification committee

3. BID REQUIREMENTS

3.1 GENERAL

The bid shall address each and every requirement of the RFB in a comprehensive and logical way. The following information and communication is to be observed:

3.1.1 Armscor Registration

In order to qualify as a potential supplier, prospective Bidders must be registered with Armscor as a supplier. Bidders that are not registered shall undertake to register before the bid submission closing date. Registration must take place prior to any contract placement.

3.1.2 Communication

3.1.2.1 All communication with Armscor shall be made to: The Procurement Secretariat, Fax no +27 (021) 787 3470, E-mail address: MamphoL@armscordy.co.za Tel: +27 (021) 787 4055

3.1.2.2 The Bidder shall appoint a single person for communication with Armscor. Communication shall not take place via an agent or representative other than a fulltime employee of the Bidder.

3.1.2.3 All enquiries regarding the RFB shall be directed to the Procurement Secretariat and the RFB reference number shall be used in all correspondence.

3.1.2.4 No direct contact or communication with Armscor or the Department of Defence personnel shall be allowed, unless through formally arranged meetings or briefing sessions if and when required by the prospective Bidders.

3.1.3 Submission of Bids

Partial Bids: Armscor shall consider bids for the total OR partial requirements.

3.1.4 Validity of Bids

The validity of the bid shall be one hundred and twenty days (120) days after the tender closing date.

3.1.5 Confidentiality of information

The information contained in this RFB, as well as the response received shall be treated as "Company Confidential" between Armscor and the Bidder submitting the response. The receiver of this RFB may not disclose any information in connection with this RFB to the media or any third party, or allow information to be disclosed without prior written approval of Armscor. The potential Bidder shall ensure that any confidentiality arrangements between themselves and Armscor apply *mutatis mutandis* to partners and/or subcontractors or agents of the Bidder.

3.1.6 Submission of offer documentation

The original offer and two (2) copies thereof together with any supporting documentation such as brochures, handbooks and drawings shall be submitted to Armscor. The original must be marked as the original and each copy must be marked with a copy number. The original shall take precedence over any copy in the event of discrepancies.

3.2 MINIMUM REQUIREMENTS

The following is the minimum prescribed requirements of the bid:

3.2.1 Covering letter

The covering letter shall give a brief introduction to the bid and briefly summarise the implementation methodology, time-scale and the total cost. The letter shall also state any other aspects the Bidder deems necessary and important. The Bidder shall use the company's official letterhead when providing the covering letter.

3.2.2 Appendices

The Bidder shall complete and include the following with their offer:

ANNEXURE B – OHS ACT AGREEMENT (APPLICABLE TO ITEM 1 ONLY)

ANNEXURE C – DELLIVERABLE CHECKLIST

3.2.3 Forms to be completed

The following forms shall be completed by the Bidder and submitted as part of the bid:

- Commercial Bid: all Armscor KD forms as per Armscor Procurement Secretariat requirements.
- Annexure B – OHASA Agreement (only applicable for installation of Biosafety Cabinet)

3.2.4 The Bidder shall **demonstrate**, as part of their bid and with the necessary **evidence**, that they have the necessary resources and appropriate expertise to supply the service should they be awarded the contract.

Note: *The ARMSCOR Dockyard retains the right to perform an audit to confirm the integrity of the content of the bids received.*

3.3 BIDDERS CONFERENCE

A non-compulsory bidder's conference shall be held at Armscor Dockyard, Simon's Town on 03 February 2022 at 11: 00 am. Potential bidders are required to RSVP with Ms. Mampho Sigidi at telephone number (021) 787 4055 / fax (021) 787 3470 / E-mail address: MamphoL@armscordy.co.za no later than 02 February 2022.

3.4 REGISTRATION OF E-PORTAL BIDS

In the case where potential bidders have downloaded the bid documents or obtained it from a party that downloaded it from the E-portal, they are requested to inform the following person:

Ms Mampho Sigidi, Fax no +27 (021) 787 3470, E-mail address: MamphoL@armscordy.co.za Tel: +27 (021) 787 4055

By doing so, they will ensure that they are captured on the list of potential bidders and receive tender related correspondence such as bidders briefing minutes etc. Failure to register as such may invalidate the bidders bid as their bid may exclude updated information issued by means of Bidders briefing minutes or updates.

4. BID EVALUATION

4.1 BIDS RECEIVED

Bids received will be evaluated in accordance with an approved value model that was developed in accordance with A-DOC-9045, 9046 and A-PROC 9053, and such value model consists of pre-qualification and critical criteria that are reflected in this RFB. Failure by a Bidder to comply with a pre-qualifying or a single critical criterion will result in immediate elimination from the adjudication process.

4.2 AWARDING OF BIDS

The awarding of bids will be in terms of Armscor Document A-PRAC-4011 (BEE Practice). All bids conforming to the pre-qualification, and subsequently meeting the stated critical criteria, will be evaluated in terms of the following point allocation:

The applicable points are:

4.2.1 Price: 80 points

4.2.2 BBBEE: 20 points

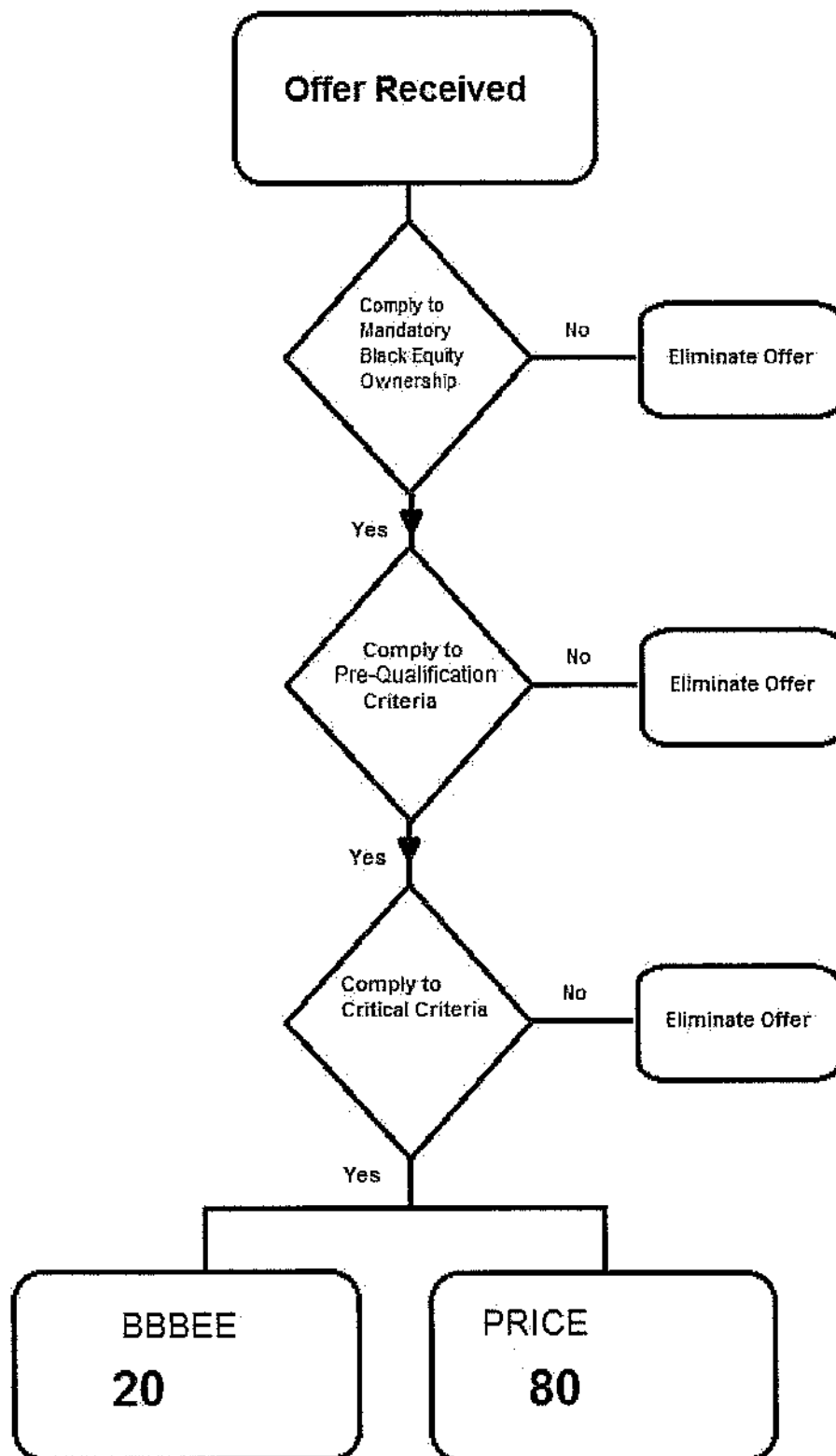


Fig.1: Value Model for the 20/80 Model

4.3 MANDATORY CRITERIA

TAX CLEARANCE CERTIFICATE 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. (not applicable to foreign companies).

4.3.1.1. 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 offers.

4.3.1.2. 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.

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

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

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

4.3.1.6. Tax compliance is done via e-filing on the SARS website www.sars.gov.za.

4.3.1.7 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.

4.4 MANDATORY BLACK EQUITY OWNERSHIP

No contract for goods and services shall be awarded to any bidder unless such bidder has Black Equity Ownership of at least 35% mandatory black equity ownership.

4.5 PRE-QUALIFYING CRITERIA

BBBEE level 4 or better

4.6 CRITICAL CRITERIA

| Criterion 1 | |
|--|--|
| Requirement: <p>The Bidder shall supply equipment as per RFB ANNEXURE A - PROCUREMENT OF EQUIPMENT FOR CONDITION BASED MAINTENANCE IN THE ENGINEERING SERVICES AT ARMSCOR DOCKYARD (7103- 04-URS-20/21-01)</p> | Evidence: <p>The Bidder shall supply Technical specification sheets and/or catalogues from the OEM confirming the offered equipment's conformance to specification and indicate relevant page numbers. In the case where the technical specification is not covered in the brochures and/or catalogues provided, the Bidder shall ensure that they provide a letter from the Original Equipment Manufacturer (OEM) or accredited agent/supplier (on the letter head of the OEM or accredited agent/supplier) confirming that the offered equipment meets all the specified (critical) technical parameters. These parameters must be specified on the OEM's official letterhead.</p> |

| Criterion 2 | |
|---|--|
| Requirement: <p>The Bidder shall confirm that all equipment on offer shall have after sales support from the OEM or the accredited agent/Supplier for at least the 12 months warranty period (Spares and local technical support)</p> | Evidence: <p>The Bidder shall provide the following and submit with the bid:</p> <p>A letter (any documentary proof on letter head of OEM or Accredited agent/supplier) as proof that the OEM or the accredited agent/Supplier will provide aftersales support for at least the 12 months warranty period (spares and local technical support). The accredited supplier must provide a letter from the OEM stating that they are an accredited agent/supplier.</p> |

| Criterion 3 | |
|--|--|
| Requirement: <p>The Bidder shall confirm that the equipment on offer for Item 1, Item 2 and Item 3 shall have a full</p> | Evidence: <p>The Bidder shall provide the following and submit with the bid:</p> |

| | |
|--|---|
| two years maintenance plan (covering at least spares, consumables, labour, transport) from the OEM or the accredited agent/Supplier. | A letter (any documentary proof on letter head of OEM or Accredited agent/supplier) as proof that the OEM or the accredited agent/Supplier will provide a full two years maintenance plan (covering at least spares, consumables, labour, transport). |
|--|---|

Note: Where the bidder is the Accredited Agent/Supplier of the Original Equipment Manufacturer (OEM) or information is provided that is required from the Accredited Agent/Supplier, they shall supply documentary proof in their bid of this accredited status from the OEM.

4.7 QUALIFYING THRESHOLD

Not Applicable.

5. REQUIREMENT STATEMENT

5.1 INTRODUCTION

This section provides the necessary information on the Specification for this contract.

5.2 PURPOSE

The Purpose of this Request for Bid is to appoint a service provider/s to supply, install and commission Biosafety Cabinet Class II Type B2; Particle Counter and Size Classification; and provide training for Particle Counter and Size Classification; and Multi Auto Titrator at Armscor Dockyard, Simon's Town. As set out in paragraph 5.4 of this document.

5.3 BACKGROUND

The Engineering Services Division of Armscor Dockyard provides a crucial role for the SA Navy on condition based monitoring and maintenance. The tests performed in the Engineering Services uses highly sophisticated equipment. Some of the test required are not performed due to lack of relevant equipment for personnel protection such as effluent analysis to determine total faecal contamination from the waste water and also to determine the wear properties in oil from different vessels. The gaps were identified as part of capability building to resolve the shortage by procuring the equipment that will complete SA Navy's requirements.

5.4 SPECIFICATION

5.4.1 Please refer to **ANNEXURE A**, user requirement statement – procurement of equipment for condition based maintenance at Armscor dockyard

5.4.2 **THE BIDDER CAN PROVIDE A BID FOR ANY ONE OF THE ITEMS, ALL OF THE ITEMS OR ANY COMBINATION OF THE ITEMS.**

- 5.4.3 **NOTE FOR ANNEXURE A, User Requirement Statement Checklist: PLEASE NOTE THAT THIS DOCUMENT SHALL NOT BE USED FOR EVALUATION PURPOSE, BUT SHALL SERVE AS A GUIDE TO COMPILING THE BID. NO INDICATION BY THE BIDDER OF COMPLIANCE (OR A TICK MARK) ON THIS CHECK LIST SHALL BE CONSIDERED BY THE ARMSCOR EVALUATION COMMITTEE AS PROOF OF CRITICAL CRITERIA COMPLIANCE. THE RESPONSIBILITY REMAINS WITH THE BIDDER TO PROVIDE THE REQUIRED EVIDENCE AGAINST THE CRITICAL CRITERIA AS STATED AGAINST THE CRITICAL CRITERIA.**

6. SECTION 2

6.1 ADDITIONAL CONDITIONS

6.1.1 ACCESS TO THE PREMISES

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

6.1.2 SECURITY

1. The Contractor shall be subject to the security rules and regulations as in place on any Client's property they enters. These regulations shall be in line with Department of Defence unit security regulations. This includes controlled access through a security gate and prohibition of carrying photographic equipment (including cell phones with cameras), firearms, explosives, unlawful narcotics, etc. onto client's property.
2. While on any Client's property, the Contractor's employees and vehicles may at all times be subjected to security searches by the security forces.
3. Transgression of any security rules and regulations can lead to detention by security and subsequent prosecution.

6.1.3 SAFETY

1. While on client's property related to this contract, the contractor shall be responsible for the safety of their employees.
2. Should any of the contractor's employees sustain an injury, while on client's property, through the contractor's action, the contractor shall be responsible for rendering medical attention.
3. The contractor enters client's property at own risk. Treatment for any injury sustained by contractor's employee, caused by client's action, but not due to negligence or malicious intent on the part of the client, shall be the responsibility of the contractor.
4. In any case, the client can, according to their discretion, render limited medical attention to the contractor, but the client will not accept any liability for the outcome of such medical assistance rendered. Furthermore, the client can, according to their discretion, charge the contractor for such service rendered.
5. The signed **ANNEXURE B: OHS ACT AGREEMENT**, as submitted by the contractor as part of their tender, shall become a binding agreement between the contractor and

the client on award of the contract.

6.1.4 IDENTIFICATION

The Contractor shall at all times, on site, positively identify all their employees and subcontractors by visually standardized dress/overalls and conspicuously attaching workers' respective name tags thereto.

6.1.5 CONTRACTOR'S STATUS AND RESPONSIBILITIES

1. The contractor shall not permit any worker to perform any task for which such worker has not been trained.
2. Under no circumstances may the contractor's employees litter, roam, sleep or prepare food on site, unless otherwise arranged and agreed to by the client.
3. Under no circumstances may the contractor's employees accept tasks (with or without payment) from the client's personnel or any other instruction/request that is not part of this contract.
4. The contractor shall see to it that their employees do not interfere in any way with the client's employees or with occupants of the premises.
5. The contractor shall comply with the client's security requirements.
6. The contractor shall not damage the property of the client or client's employees.
7. The contractor shall leave all areas where work has been executed in a clean and neat condition.
8. The contractor shall not erect any signs or advertisements on site.
9. The contractor shall not unreasonably encumber the site with their materials and equipment, and shall make such provisions and carry out their operations in such a manner that will permit continuous, safe traffic and pedestrian circulation, and they shall provide and maintain safe access to all buildings within the work boundaries.
10. The contractor shall confine their equipment, tools, and the operations of their employees as indicated by the client and within the limits of statutory requirements.

6.2 MAINTENANCE CONDITIONS

6.2.1 WORKING HOURS

All work on the Client's site shall take place during the Client's normal working hours, except when instructed by the Project Manager.

Normal working hours are:

Monday – Thursday: 07:15 - 16:30

Friday: 07:15 - 12:15

Should there be a requirement to work outside of the Client's normal working hours, sufficient notification and approval is required from the Project Manager.

6.2.2 ADVERSE CONDITIONS AND DEFECTS

1. The Contractor shall report in writing to the Client any adverse conditions prior to delivery, which may adversely affect delivery.
2. The Contractor shall not commence or continue with delivery until such adverse conditions have been investigated and corrected, unless otherwise instructed in writing by the Client.

ANNEXURE A



7103-04-URS-20/21-01

USER REQUIREMENT STATEMENT

PROCUREMENT OF EQUIPMENT FOR CONDITION BASED MAINTENANCE IN THE ENGINEERING SERVICES AT ARMSCOR DOCKYARD

SUMMARY: THIS DOCUMENT OUTLINE THE USER REQUIREMENTS FOR EQUIPMENT REQUIRED IN THE CONDITION BASED MAINTENANCE ENGINEERING SERVICES AT ARMSCOR DOCKYARD SIMON'S TOWN

DATE OF ORIGINAL ISSUE: FEBRUARY 2021

AMENDMENT HISTORY

| Doc Issue | Date | Amendments | Doc change proposal No. | CM Conformance | |
|--|------|------------|-------------------------|----------------|----------|
| | | | | Name | Initials |
| Share Point: 7103-04- URS-20/21- 01 | | | | | |

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1. INTRODUCTION

This document stipulates the requirement for procuring 3 (three) equipment/machines for the Engineering Services Department (Biosafety Cabinet Class II Type B2; Particle Counter and Size Classification and Multi Auto Titrator at Armscor Dockyard in Simon's Town.

2. BACKGROUND

The Engineering Services Division of Armscor Dockyard provides a crucial role for the SA Navy on condition based monitoring and maintenance. The tests performed in the Engineering Services uses highly sophisticated equipment. Some of the test required are not performed due to lack of relevant equipment to protect personnel, such Biosafety Cabinet for effluent analysis to determine total faecal contamination from waste water. The gaps were identified as part of capability building to resolve the shortage by procuring the equipment that will complete SA Navy's requirements.

3. ABBREVIATIONS

| | | |
|------|---|-------------------------------------|
| HEPA | - | high efficiency particle air filter |
| dB | - | decibel |
| UV | - | ultra violet |

NOTE: Bidders may bid on one, all or a combination of the three items.

4. EQUIPMENT/ MACHINES

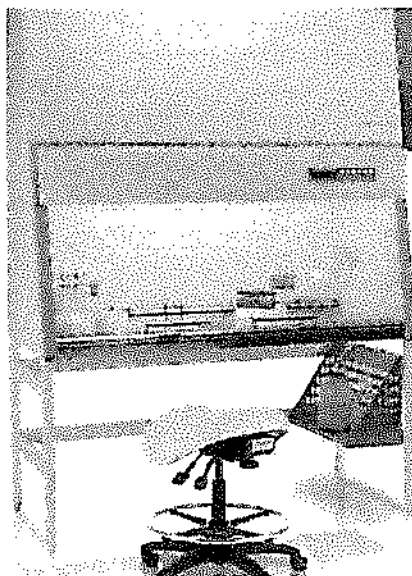
4.1 BIOSAFETY CABINET CLASS II TYPE B2 (ITEM-1)

4.1.1 Background

Biosafety cabinet is a cabinet which protects scientist from expose of microorganisms during sample preparations. Engineering Services requires a biosafety cabinet Class II Type B2 to perform work that involves the use or manipulation of microorganism or bacteria and to protect personnel. Currently the Engineering Services does not fulfil the requirements for effluent analysis for the vessels due to lack of suitable equipment.

4.1.2 Picture

The broad concept of the required biosafety cabinet shall be representative of the elements as illustrated in picture 1 below.



Picture 1: Biosafety Cabinet Class II Type B2

NB: The picture used above is for illustration purposes only, not of the actual Biosafety Cabinet required.

| Elements |
|-------------------------|
| Stand |
| Fans |
| Filters |
| Front shield |
| Stainless steel surface |

4.1.3 Specifications

Quantity required: 1 (one)

The Biosafety Cabinet Class II Type B2 shall meet as a minimum the specification as detailed in Table 1 below:

Table 1: Biosafety Cabinet Class II Type B2 Specifications

| Items | Critical Functionality | |
|-------|--|--|
| | The offered Biosafety cabinet will be measured against compliance to the following critical functionality. | |
| 1 | Class II type B2 | |
| 2 | Filters | 2x HEPA-H14 |
| 3 | Average face velocity/ inflow | ≥0.5 m/s |
| 4 | Fluorescent lamp/ light intensity | 30W/ 1100 ± 100 Lux |
| 5 | UV lamp, germicidal | 30W, 254 nm |
| 6 | Surface | Stainless steel with Drain valve and spillage tray for toxic spillages |
| 7 | Noise level | Less than 65 dB |

| | | |
|----|--|--|
| 8 | Size: Internal dimension | Width:1200; depth:800; hight:900 (mm) \pm 100 mm |
| | External dimension | Width:1400; depth:900; height:1600 (mm) \pm 100 mm |
| 9 | Front door | Safety glass window/doors |
| 10 | 2 taps | Gas and water |
| 11 | Conform to standards | SABS VC 8041 or EN12469 |
| 12 | Installation, calibration and commissioning | |
| 13 | 24 months maintenance plan including spares parts (spilt into 12 months each) | |
| 14 | A copy of Accreditation/ certificate for installation of Biosafety cabinet (Standard NSF/ ANSI 49) | |

4.2 PARTICLE COUNTER AND SIZE CLASSIFICATION (ITEM-2)

4.2.1 Background

The particle counter and size classification equipment is required for oil analysis to determine the wear particles in order to make informed decision with regards to maintenance. The current equipment in Engineering Services is outdated and out of service.

4.2.2 Picture

The broad concept of the required Particle counter and size classification shall be representative of the elements as illustrated in picture 2 below.



Picture 2: Particle counter and size classification

NB: The picture used above is for illustration purposes only, not of the actual Particle counter and size classification required.

| Elements |
|----------------------|
| Computer |
| Software package |
| Image processing |
| Shape classification |

4.2.3 Specification

Quantity required: 1 (one)

The Particle counter and size classification shall meet as a minimum the specification as detailed in Table 2 below:

Table 2: Particle counter and size classification Specification

| Items | Critical functionality | |
|-------|--|--|
| | The offered particle counter and size classification will be measured against compliance to the following critical functionality | |
| 1 | Particle count | Using laser imaging from 4 µm to 100 µm |
| 2 | Classification of particles greater than 20 µm | Categories: Cutting, Severe sliding, Fatigue, Non-metallic, Fibers or Water droplets |
| 3 | Results | Quantitative (wear particle count) |
| 4 | Methodology | ASTM D7596 or latest |
| 5 | particle count data | ISO 4406:87, 4406:99, NAS, SAE and NAVAIR standards |
| 6 | Calibration | Intrinsic (within the system), no external calibration |
| 7 | Detection or scanning system | Laser Diode, two or three dimensional array |
| 8 | Full operating system software | Able to generate diagnostic report as per ASTM D7596, minimal report on the following parameters: wear, contamination and chemical composition |
| 9 | Computer system and all accessories including colour printer | Software control, LAN connection. Current market standard operating system i.e. windows 10 or latest |
| 10 | Installation, commissioning and training | |
| 11 | 24 months maintenance plan including spares parts (spilt into 12 months each) | |

NB: Supplier to provide equipment specification including the page number for each item

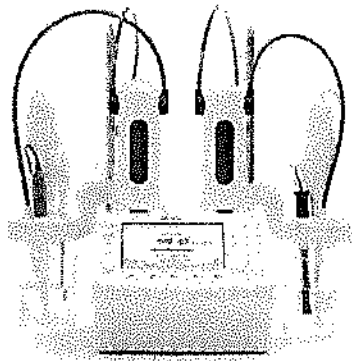
4.3 MULTI AUTO TITRATOR (ITEM 3)

4.3.1 Background

The Engineering Services requires an auto titrator with multiple functionality i.e. able to measure pH, electrical conductivity, cation concentrations (e.g. Ca, Cu, Al, K, Mg, etc) and to conform to SANS 241.

4.3.2 Picture

The broad concept of the required multi auto titrator shall be representative of the elements as illustrated in picture 4 below.



Picture 4: Multi Auto Titrator

NB: The picture used above is for illustration purposes only, not of the actual multi auto titrator required.

4.3.3 Specification

Quantity required: 1 (one)

The Multi Auto Titrator shall meet as a minimum the specification as detailed in Table 4 below:

Table 4: Auto-titrator Specification

| Items | Critical Functionality The offered auto-titrator will be measured against compliance to the following critical functionality. |
|-------|---|
| 1 | Multi probes – pH, Electrical Conductivity, Total Alkalinity, Total Hardness, Total dissolved solids (plus any other parameters/tests) |
| 2 | Auto titrator and all accessories needed for full functionality |
| 3 | Control panel |
| 4 | Lan connection |
| 5 | Automatic burettes |
| 6 | Probe stand |
| 8 | In-motion Autosampler |
| 9 | Operating software (windows 10 or latest) |
| 10 | Computer and all accessories |
| 11 | Commissioning, calibration and training |
| 12 | 24 months maintenance plan including spares parts (spilt into 12 months each) |

5. TRAINING

Operator training shall be provided to Condition Based Maintenance employees at Armscor Dockyard for at least 4 employees. This training shall cover all the features of equipment operation and maintenance. Personnel to undergo this training shall be appointed by Engineering Services Armscor Dockyard.

6. DOCUMENTATION

- The Supplier shall provide Product Specification and Operation Manuals.

7. AFTERSALES SUPPORT AND SITE ACCEPTANCE

7.1.1. Availability of spares

- Spares should be easily accessible and available for ease of future maintenance and repair work on the machine including the control system. **All the equipment (and control system where applicable) shall be locally (South Africa) serviceable by the OEM or accredited agent for at least the 12 month warrantee period. Any item/s offered shall include a 12 months warrantee period in the price quoted.**
- The Bidder/s shall provide a **full two years maintenance plan for Item 1, Item 2 and Item 3 (covering at least spares, consumables, labour, transport) from the OEM or the accredited agent/Supplier.**

7.1.2. The supplier shall provide the following documentation during site acceptance:

- Manufacturer's COC.
- Warranty and guarantee documentation detailing the exact period and conditions.
- Supplier to ensure that equipment as per aforementioned specification is delivered to Armscor Dockyard Simon's Town in a condition that is fit for purpose and within agreed timelines.
- The equipment will be inspected at delivery site by a duly authorized Armscor representative. The Supplier shall ensure that suitable delivery documentation is submitted to facilitate this process.
- **The supplier shall supply, install and commission the equipment at Armscor Dockyard Simon's Town.**

8. THE BID PROCESS SHALL ALLOW FOR BIDDERS TO PROVIDE BIDS FOR ANY ONE OR ALL OF THE ITEMS.

ANNUXURE B

OHS ACT AGREEMENT

WRITTEN AGREEMENT ON **OCCUPATIONAL HEALTH AND SAFETY**

In accordance with the provisions of Section 37(2)
Of the Occupational Health and Safety Act, Act No 85 of 1993

AS ENTERED INTO BY AND BETWEEN

(Hereinafter referred to as the "Employer")

and

(Hereinafter referred to as "the Contractor")

Contractor Compensation Fund Certificate Number: _____

Vendor Number: _____

Contract Number: _____

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1. DEFINITIONS

In this agreement, unless the context indicates otherwise –

Contractor

Contractor will be understood to represent the word "mandatory" as defined in the Construction Regulations of the Occupational Health and Safety Act, 85 of 1993

Employer

Employer will be understood to represent the word "client" as defined in the Construction Regulations of the Occupational Health and Safety Act, 85 of 1993

Hazard

means a source of or exposure to danger;

Mandatory

includes an agent, a contractor or a subcontractor for work, but without derogating from their status in their own right as an employer or a user as defined in the Occupational Health and Safety Act 85 of 1993

Safe

means free from any hazard;

Workplace

means any premises or place where a person performs work in the course of their employment;

2. WARRANTY OF COMPLIANCE

*In terms of this agreement the **Contractor** warrants agreement to the arrangements and procedures as prescribed by the **Employer** and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act and its regulations.*

*The **Contractor** further accepts that this contract, made in terms of Section 37(2), shall be read with the Occupational Health and Safety Act and any Regulation made in terms of Section 43 and any Standard Incorporated in terms of Section 44.*

*The **Contractor** acknowledges that this agreement constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the **Contractor** and their employees are to perform on behalf of the **Employer** shall be the obligation of the **Contractor**.*

3. CONTRACTOR AS AN EMPLOYER

*The **Contractor** shall be deemed to be an employer in its own right while engaged in the execution of the project. In terms of Section 16(1) of the OHS Act, the*

Contractor shall accordingly ensure that the requirements of the OHS Act are complied with by itself and/or its nominated Chief Executive Officer

4. ENVIRONMENTAL COMPLIANCE

The **Contractor** shall ensure that all National Environmental Management Act (NEMA) principles are considered. This shall not be considered in isolation but include the individual requirements of Specific Environmental Management Acts (SEMAS).

MSDS shall be available for all herbicides, pesticides, fertilisers and solvents where applicable, and sufficient safety briefings shall be conducted with appropriate employees regarding the risks associated with working with the aforementioned chemicals.

5. APPOINTMENTS AND TRAINING

The **Contractor** undertakes to ensure that they and all staff that will perform any work on behalf of the **Employer** will undergo induction training before doing any work what so ever.

The **Contractor** shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under their responsibility. Copies of any appointments made by the **Contractor** shall immediately be provided to the **Employer**.

The **Contractor** shall further ensure that all their employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out. Without derogating from the foregoing, the **Contractor** shall, in particular, ensure that all operators and users of any vehicles, materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

Notwithstanding the provisions of the above, the **Contractor** shall ensure that they, their appointed responsible persons and their employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

6. SUPERVISION, DISCIPLINE AND REPORTING

The **Contractor** shall ensure that all work performed is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of their employees regarding non-compliance by such employee with any health and safety matters.

The **Contractor** shall further ensure that their employees report to all unsafe or unhealthy work situations immediately after they become aware of unhealthy work situations and that they in turn immediately reports these to the **Employer** and/or their representative.

7. ACCESS TO THE OHS ACT

*The **Contractor** shall ensure that they have an updated copy of the OHS Act on site at all times and that this is accessible to their appointed responsible persons and employees.*

8. CO-OPERATION

*The **Contractor** and/or their responsible persons and employees shall provide full co-operation and information if and when the **Employer** or its representative inquiries into occupational health and safety issues concerning the **Contractor**. It is hereby recorded that the **Employer** and their representatives shall at all times be entitled to make such enquiry.*

*Without derogating from the generality of the above, the **Contractor** and their responsible persons shall make available to the **Employer** and its representative, on request, all and any checklists and inspection registers required to be kept in respect of any of machinery or equipment.*

9. WORK PROCEDURES

*The **Contractor** shall implement safe work practices and shall ensure that their responsible persons and employees are made conversant with and adhere to such safe work practices.*

10. HEALTH AND SAFETY MEETINGS

*In terms of the OHS Act, as applicable, the **Contractor** shall establish their own health and safety committee(s) and ensure that their employees, being the committee members, hold health and safety meetings as often as may be required and at least once every 3 months should it be required in terms of the Act.*

11. COMPENSATION REGISTRATION

*The **Contractor** shall ensure that they have a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The **Contractor** shall further ensure that the cover shall remain in force while any such employee is present on the premises. Certified copies of valid letters of good standing shall be submitted to the employer before work commences.*

12. MEDICAL EXAMINATIONS

*The **Employer** reserves the right to compel the **Contractor** to ensure that all their employees undergo routine medical examinations, and that they are medically fit for the purposes of the work they are to perform.*

13. INCIDENT REPORTING AND INVESTIGATION

*All incidents referred to in Section 24 of the OHS Act shall be reported by the **Contractor** to the Department of Labour and to the **Employer**. The **Employer** shall further be provided with copies of any written documentation relating to any*

incident occurring in the execution of work under contract or agreement with the Employer.

The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such incident.

14. FIRE PRECAUTIONS AND FACILITIES

The Contractor shall ensure that an adequate supply of fire-protection and first-aid facilities is provided for the work to be performed where indicated as being required in terms of a risk assessment.

The Contractor shall further ensure that all their employees are familiar with fire precautions at the, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.

Smoking is only to be permitted in designated smoking areas.

15. HYGIENE AND HOUSEKEEPING

The Contractor shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness.

16. NO NUISANCE

The Contractor shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer.

17. INTOXICATION NOT ALLOWED

No intoxicating substance of any form shall be allowed. The Contractor shall ensure that adequate measures are implemented to ensure that no employee is, or remains, under the influence of alcohol when engaged in the Employer's business. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

18. PERSONAL PROTECTIVE EQUIPMENT

The Contractor shall ensure that their responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2(1) of the OHS Act. The Contractor shall further ensure that their responsible persons and employees wear the PPE issued to them at all material times.

The Employer reserves the right to instruct the Contractor to obtain and use specific PPE, appropriate to the nature of the work and with due regard to the principle of reasonable practicality.

The Contractor shall provide appropriate safety signage and barricading and demarcation where necessary and appropriate. The Employer reserves the right

to inform the **Contractor** of inadequate signage, barricading or demarcation and to instruct him to improve it before work may continue.

19. PLANT, MACHINERY, EQUIPMENT AND VEHICLES

In accordance with the provisions of Section 10(4) of the OHS Act, the **Contractor** hereby confirms that they have noted their liability for taking the necessary steps to ensure that any machine, article or substance that is provided to it is safe to use. The mandatory further warrants that this agreement is one made in terms of Section 10(4) of the OHS Act.

20. QUALIFICATIONS

The **Contractor** will provide the **Employer** with certified copies of all certificates necessary to confirm the competence of the **Contractor's** employees, such as operators certificates of competence, drivers licenses, PDP's, first aid training certificates and any other appropriate documents that the **Employer** may require.

21. NO USAGE OF THE EMPLOYER'S EQUIPMENT

The **Contractor** hereby acknowledges that their employees shall not be permitted to use any materials, machinery or equipment of the **Employer** unless the prior written consent of the **Employer** has been obtained, in which case the **Contractor** shall ensure that only those persons authorised to make use of them, have access thereto.

22. TRANSPORT

The **Contractor** shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licences and no vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times. All occupants of a vehicle must wear safety belts and the drivers are not to use a hand held cell phone.

In the event that any hazardous substances are to be transported on or to the premises, the **Contractor** shall ensure that the requirements of the Hazardous Chemical Substances Act 15 of 1973 are complied with at all times.

23. INDEMNITY

The **Contractor** indemnifies the **Employer** against any claim, whether based in common law or legislation, which any party, including employees of the **Contractor**, may have against the **Employer** arising out of the performance or execution of the work.

24. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the work to be performed by the **Contractor**.

25. HEADINGS

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in themselves or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

26. COSTS

*The **Contractor** accepts that ensuring full compliance with the relevant Legislation and other health and safety requirements may have a cost implication. The **Contractor** accepts these costs as for its account, and warrants that the potential cost implication was disclosed prior to entering into contract.*

27. SIGNATURES

FOR AND ON BEHALF OF THE CONTRACTOR

SIGNED at _____ on this _____ day of
_____ 2022

Name:

WITNESSES:

1. _____

2. _____

FOR AND ON BEHALF OF THE EMPLOYER

SIGNED at _____ on this _____ day of
_____ 2022

Name:

WITNESSES:

1. _____

2. _____

ANNUXURE C

CHECK LIST – ITEM 1: Biosafety Cabinet Class II Type B2 Specifications

| Specifications | | Critical Functionality |
|----------------------------|--|--|
| Items | The offered Biosafety cabinet will be measured against compliance to the following critical functionality. | |
| Quantity required: One (1) | | |
| 1 | Class II type B2 | |
| 2 | Filters | 2x HEPA-H14 |
| 3 | Average face velocity/ inflow | ≥0.5 m/s |
| 4 | Fluorescent lamp/ light intensity | 30W/ 1100 ± 100 Lux |
| 5 | UV lamp, germicidal | 30W, 254 nm |
| 6 | Surface | Stainless steel with Drain valve and spillage tray for toxic spillages |
| 7 | Noise level | Less than 65 dB |
| 8 | Size: Internal dimension | Width:1200; depth:800; height:900 (mm) ±100 mm |
| | External dimension | Width:1400; depth:900; height:1600 (mm) ±100 mm |
| 9 | Front door | Safety glass window/doors |
| 10 | 2 taps | Gas and water |
| 11 | Conform to standards | SABS VC 8041 or EN12469 |
| 12 | Installation, calibration and commissioning | |
| 13 | 24 months maintenance plan including spares parts (split into 12 months each) | |
| 14 | A copy of Accreditation/ certificate for installation of Biosafety cabinet (Standard NSF/ ANSI 49) | |

CHECK LIST – ITEM 2: Particle counter and size classification Specification

| Items | Critical functionality | |
|----------------------------|--|---|
| | The offered particle counter and size classification will be measured against compliance to the following critical functionality | |
| Quantity required: One (1) | | |
| 1 | Particle count | Using laser imaging from 4 μm to 100 μm |
| 2 | Classification of particles greater than 20 μm | Categories: Cutting, Severe sliding, Fatigue, Non-metallic; Fibers or Water droplets |
| 3 | Results | Quantitative (wear particle count) |
| 4 | Methodology | ASTM D7596 or latest |
| 5 | particle count data | ISO 4406:87, 4406:99, NAS, SAE and NAVAIR standards |
| 6 | Calibration | Intrinsic (within the system), no external calibration |
| 7 | Detection or scanning system | Laser Diode, two or three dimensional array |

| | | | |
|----|---|--|--|
| 8 | Full operating system software | Able to generate diagnostic report as per ASTM D7596, minimal report on the following parameters: wear, contamination and chemical composition | |
| 9 | Computer system and all accessories including colour printer | Software control, LAN connection. Current market standard operating system i.e. windows 10 or latest | |
| 10 | Installation, commissioning and training | | |
| 11 | 24 months maintenance plan including spares parts (split into 12 months each) | | |

CHECK LIST – ITEM 3: Auto-Titrator Specification

| Items | Critical Functionality | |
|----------------------------|--|--|
| | The offered auto titrator will be measured against compliance to the following critical functionality | |
| Quantity required: One (1) | | |
| 1 | Multi probes – pH, Electrical Conductivity, Total Alkalinity, Total Hardness, Total dissolved solids (plus any other parameters/tests) | |
| 2 | Auto titrator and all accessories needed for full functionality | |
| 3 | Control panel | |
| 4 | Lan connection | |
| 5 | Automatic burettes | |
| 6 | Probe stand | |
| 8 | In-motion Autosampler | |
| 9 | Operating software (windows 10 or latest) | |
| 10 | Computer and all accessories | |
| 11 | Commissioning, calibration and training | |
| 12 | 24 months maintenance plan including spares parts (spilt into 12 months each) | |