INVITATION TO BID

REQUEST FOR BID DESCRIPTION:
PROCUREMENT, INSTALLATION AND COMMISSIONING OF UNIFIED COMPUTING SYSTEMS (UCS) FOR ARMSCOR

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

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

RETURNABLE DOCUMENTS CHECKLIST

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

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

ARMAMENTS CORPORATION OF SOUTH AFRICA SOC LTD (ARMSCOR)

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

REQUEST FOR BID: EICT/2021/17

1. INSTRUCTIONS ON SUBMISSION OF BIDS

1.1 Bid Closing at **11:00 am** on **08 December 2021 (SOUTH AFRICAN TIME)**

1.2 Bids must be submitted in a sealed envelope marked with this bid reference number.

1.3 The sealed envelope must be deposited in the bid box at Armscor Head Office, Visitors Entrance (Block) 8 before the bid closing date and time addressed to:

The Manager:	Supply Chain Management Department Armscor SOC Ltd
Postal address:	Armscor SOC Ltd Private Bag X337 Pretoria 0001
Delivery address:	Armscor Head Office 370 Nossob Street Erasmuskloof Ext 4 Pretoria

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

1.5. Bid proposals received after the closing time and date will not be considered.

2. ENQUIRIES

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

3. BID VALIDITY PERIOD

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

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

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 *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
	If so, furnish particulars:		
2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
	If so, furnish particulars:		
3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
	If so, furnish particulars:		
4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
	If so, furnish particulars:		

CERTIFICATION

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

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

……………………………………………
Signature

……………………………………………
Date

……………………………………………
Position

……………………………………………
Name of bidder

BID CONDITIONS ACCEPTANCE FORM

Bidders shall complete and sign this bid conditions acceptance form

I/We hereby offer to supply all or some of the supplies and/or services described in the Pricing Schedule and /or attached documents on the terms and conditions and in accordance with the conditions set out in A-STD-0010 Issue 2 dated 21 April 2014 and A-STD-0020 Issue 4 dated 14 February 2020 (and I/we acknowledge that I/we am/are acquainted therewith) at the price and on the terms of delivery/execution inserted by me/us.

I/We agree -

1. that this bid shall remain binding on me/us and open for acceptance for the period stipulated above;

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

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

....

....
(no post box or private bag)

IN BLOCK LETTERS ON BEHALF OF -

Complete registered:
Name of bidder:...

AUTHORISED SIGNATURE

.... Date: ....

Name in block letters: ....

Capacity: ....

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

SUPPLIER REGISTRATION

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

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

For more information on security registration contact:-
The Security Registration
Private Bag X337
PRETORIA
0001

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

ALL BIDDERS SHALL COMPLY WITH THE FOLLOWING:

1. Bidders should check the numbers of the pages correspond with the table of contents as no liability arising from claims owing to the omission or duplication of pages will be recognised by Armscor. The appendices mentioned in these pages form part of the bids.

2. **All bidders shall -**

   2.1. insert their name at the top of each price schedule form used (a rubber stamp may be used);

   2.2. insert the information in the spaces provided in the price schedules by writing or typing on the dotted lines only (additional information should be contained in a separate annexure);

   2.3. if they wish to make more than one bid against an item, as an alternative, apply for additional copies of the bid documents or photocopy one or more pages, and not retype or redraft any of the forms used;

   2.4. indicate the prices quoted in the units shown and quote them per item;

   2.5. indicate in respect of each item whether the goods/services quoted comply strictly with the specified requirements, and furnish particulars of deviations if this is not so;

   2.6. complete all appendices.

3. **Value-added tax, customs duties, *ad valorem* customs duties and surcharges:**

   3.1. Value added tax levied by the Receiver of Revenue must not be included in the prices quoted but be shown as a separate line item.

   3.2. Where supplies are quoted which are subject to levying of any customs duty, ad valorem customs or excise duty or surcharge by the Department of Customs and Excise, such charges must not be included by the bidder in the prices quoted. The applicable customs duty, ad valorem customs or excise duty or surcharge must, however, be indicated separately where provided for on Armscor's Questionnaire

4. **Security:**

   4.1. Classified bids are to be handled in the manner set out in Armscor' s Security Instruction, document number A-WI-014, copies of which are obtainable on request from the Contractor Security Section, P O Box 411, Pretoria, 0001.

   4.2. Attention is drawn particularly to the procedure set out in chapter 4 of the manual, which is to be complied with when forwarding classified documents.

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

5.1 In terms of the Defence Sector Codes, contracts for goods and services shall only be awarded to a bidder that has Black Equity Ownership of at least 25% in year 1(12 April 2019 to 31 March 2020), 30% in year 2 (01 April 2020 to 31 March 2021) and 35% in year 3 (01 April 2021) onwards, where applicable.

5.2 Failure to comply with the **B-BBEE Mandatory and Compulsory requirements** as stated in the KD24 will lead to disqualification.

6. **Advance payments:**

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

7. **Performance Guarantee:**

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

8. **Commissions:**

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

9. **Tax Compliance Requirements**
It is a condition of bid that the successful bidder 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 websitewww.sars.gov.za.

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

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

10. Awarding of Bids

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

$Ps = Pp$

Provided that $\sum (Ppa) = 80$

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

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

Where: Ppa = points allocated for price

Pt = comparative price of bid/bid under consideration

Pm = comparative price of lowest acceptable bid/bid

11. Objective Criteria

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

12. Mandatory local production and content for designated sectors

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

12.2 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

12.3 If there is no designated sector, Armscor will include as a specific condition of the bid, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

KD17

BID NUMBER : EICT/2021/17

CLOSING AT 11:00 ON : 08 December 2021

VALIDITY PERIOD: 180 DAYS

NAME OF BIDDER :

ITEM NO	DESCRIPTION	QTY	UNIT PRICE IN FOREIGN CURRENCY *(if applicable)*	UNIT PRICE IN S.A. CURRENCY	SUBTOTAL
1.	**WBS 001:** Supply, Install and Commissioning of Unified Computing Systems for Armscor	2			
2	**WBS 002:** Maintenance & Support cost – Year 1 ***(Bidder must provide a labour rate/hour)***	-			
3	**WBS 002:** Maintenance & Support cost – Year 2 ***(Bidder must provide a labour rate/hour)***	-			
4	**WBS 002:** Maintenance & Support cost – Year 3 ***(Bidder must provide a labour rate/hour)***	-			
5	**WBS 002:** Maintenance & Support cost – Year 4 ***(Bidder must provide a labour rate/hour)***	-			
6	**WBS 002:** Maintenance & Support cost – Year 5 ***(Bidder must provide a labour rate/hour)***	-			
7	**WBS 003:** Training **The following criteria is applicable to this Request for Bid:** **Mandatory Black Equity Ownership** April 2021/22 – Minimum 35% - applicable.	-			
8	**Other, if applicable**				
Note:	**Pre-qualification criteria (Regulation 4):** The Bidder shall have a B-BBEE status level 3 or better. The Bidder shall submit a valid proof of B-BBEE status (B-BBEE certificate issued by a SANAS accredited verification agency or CIPC B-BBEE certificate or B-BBEE affidavit duly sworn and commissioned). If the Bidder is a Joint Venture (JV) or Consortium, the Bidder shall submit with the Bid, a consolidated proof of B-BBEE status.				
	TOTAL (including VAT) VAT TOTAL (including VAT)				

1. Delivery address: Armscor Head Office, 370 Nossob street, Erasmuskloof, Pretoria and ARMSCOR IMT, Western Cape.

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.

ARMSCOR

SUPPLY CHAIN MANAGEMENT

PROCUREMENT, INSTALLATION AND COMMISSIONING OF UNIFIED COMPUTING SYSTEMS (UCS)

REQUEST FOR BID

TITLE PAGE

DATE 2021-10-25

TITLE: REQUEST FOR BID FOR THE PROCUREMENT, INSTALLATION AND COMMISSIONING OF UCS.

The information contained in this document is company confidential and is not to be communicated to third parties other than those directly involved in the bid process.

ARMSCOR

SUPPLY CHAIN MANAGEMENT

APPROVAL PAGE

PROCUREMENT, INSTALLATION AND COMMISSIONING OF UCS

REVISION NO : REV: 1

REVISION DATE : 2021-10-25

PREPARED BY:

CATEGORY MANAGER:
SOURCING & CONTRACT MANAGEMENT

DATE: 03/11/2021

APPROVED BY:

ACTING DIVISIONAL HEAD
SOURCING AND CONTRACT MANAGEMENT

DATE: 15/11/2021

AMENDMENT HISTORY

DOCUMENT ISSUE	DATE	PAGE NUMBER	PAGE REVISION	SECTION/ CHAPTER	CHANGE PROPOSAL NUMBER	CHECKED BY
1	2021/10/25	All	All	N/A	0	P Nel

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ABBREVIATIONS

The following is a list of abbreviations used in the Request for Bid document (RFB):

AADT	Agreed Accumulative Down Time
ARMSCOR	Armaments Corporation of South Africa Limited
A-STD-0061	Armscor's Contract Conditions: Technical Standards
ATP	Acceptance Test Procedures
CPM	Contractor Product Manager
ETC.	Etcetera
ICT	Information & Communication Technology Division
JV	Joint Venture
MADT	Maximum Accumulated Down Time
MTTR	Mean Time To Respond
OEM	Original Equipment Manufacturer
OS	Operating System
PAN	Processing Area Network
QA	Quality Assurance
RAM	Random Access Memory
RFB	Request for Bid
SANAS	South African National Accreditation System
SCP	Service Cover Period
SLA	Service Level Agreement
SLR	Service Level Requirement
SOW	Statement of Work
TMAX	The maximum time
UCS	Unified Computing System
WBS	Work Breakdown Structure

CHAPTER 1

1. INTRODUCTION

1.1 BACKGROUND:

1.1.1 Armscor ICT serves as an enabler of business operations and has infrastructure supporting a number of technologies to this effect.

1.1.2 The document defines the requirements to compile hardware and software solution that fully complies with the technical and functional requirements as set out in the Request for Bid (RFB) document. The requirements listed within the RFB are what the Bidder's solution should comply to.

1.1.3 The solution required shall consist of two (2) Process Area Networks (PAN) clusters, one Operational Cluster at Armscor Head Office and the other one a Disaster Cluster at Armscor's Western Cape office at IMT in Simons Town. The clusters are to be configured in an active-active disaster recovery mode.

1.2 AIM OF THE RFB:

The aim of the RFB is to establish a procurement and support contract for the UCS.

1.3 STRATEGY AND APPROACH:

1.3.1 The Bidder shall make visible the strategy, per Work Breakdown Structure (WBS) element during the bid stage and the implementation mechanisms thereof, for the order period.

1.3.2 The Bidder's response as requested herein, is set as a minimum requirement for offer, but any additional information deemed necessary by the Bidder may be included in the bid. It is of utmost importance that the Bidder adheres as fully as possible to the requirements.

1.4 ORDER PERIOD:

Armscor intends placing an order for a period of five (5) years to make provision for the procurement, technical support and training on the system.

1.5 DOCUMENTATION:

The following documents are applicable to this RFB. Where the documentation specified is in conflict with any conditions, stipulations or provisions incorporated in this RFB, the conditions, stipulations and provisions of this RFB shall take precedence. It needs to be understood that such conflict may be caused by conflict between two or more of the applicable documents. Such conflict will require to be subjected to arbitration based on arguments from the RFB viewpoint.

1.5.1 APPLICABLE DOCUMENTATION:

Armscor's Contract Conditions: Technical Standards *(A-STD-61)* (parts 5 and 6).

Armscor's General Conditions of Contract: A-STD-0020 issue 004 dated 14 February 2020

1.6 DEFINITIONS:

The expressions defined below shall have the meanings assigned to them unless inconsistent with the context of the proposed order.

1.6.1 ARMSCOR shall mean ARMAMENTS CORPORATION OF SOUTH AFRICA LIMITED, a statutory Corporation established in terms of Act 57 of 1968, as amended.

1.6.2 The Bidder shall mean the proposed contractor.

CHAPTER 2

2. GENERAL INSTRUCTIONS FOR THE COMPLETION OF THE BID

2.1 COMPLETENESS OF DOCUMENTATION:

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

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

2.2 FORMAT AND PRESENTATION OF BID:

The bid shall be submitted STRICTLY in accordance with the headings and numbering system used in the RFB.

2.3 ADDITIONAL INFORMATION:

2.3.1 Any additional information and changes supplied by Armscor concerning this RFB will be furnished in writing and will be sent to all Bidders simultaneously as an addendum to the RFB.

2.3.2 Any clarification required by a Bidder regarding the meaning or interpretation of this RFB shall be requested in good time and in writing to allow Armscor's reply to reach all Bidders before the closing date of this RFB.

2.4 COMMUNICATION:

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

CHAPTER 3

3. CONTRACTING ELEMENTS

3.1 PHILOSOPHY:

3.1.1 The Bidder shall make visible his strategy per WBS element during the bid stage and the implementation mechanisms thereof for the required contracting period.

3.1.2 Chapter 5 contains the detail of the requirements to be provided by the Bidder.

3.2 DELIVERY PERIOD:

The Bidder shall include, in the bid, the delivery periods for the products to be procured with this bid.

3.3 CONDITIONS OF PAYMENT:

3.3.1 All invoices must be submitted to Armscor. The procedures as prescribed by Armscor directives, and as stipulated in the order, shall be applicable.

3.3.2 All invoices shall be subject to the approval of Armscor. Invoices must be submitted to Armscor, *within 30 days* after the completion of a task.

3.3.3 Only invoices that have been accompanied by the documents prescribed in the order shall be considered for payment.

3.4 CLASSIFICATION:

All aspects of work associated with the requirements of this RFB shall be classified as RESTRICTED.

3.5 BID EVALUATION CRITERIA

3.5.1 Mandatory Black Equity Ownership of at least 35% is applicable (April 2021 to 31 March 2022) of the Defence Sector Codes gazetting.

3.5.2 PRE-QUALIFICATION CRITERIA

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

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

3.5.2.3 Bidders that do not meet the pre-qualification criteria will be disqualified from further evaluation of the critical criteria.

3.5.3 CRITICAL CRITERIA:

Only bids that meet the pre-qualification criteria will be measured against the **Critical Criteria** requirements. Should the bid fail to comply with any one of the critical criteria the bid will be eliminated from further evaluation resulting in it not being eligible for award.

The Critical Criteria requirements are:

CRITERIA NUMBER	CRITICAL CRITERIA REQUIREMENT	CRITICAL CRITERIA COMPLIANCE DOCUMENT TO BE SUBMITTED WITH THE BID
1.	The Bidder shall be the Original Equipment Manufacturer (OEM) of the proposed solution **OR**, accredited by the OEM to resell, installs and maintain/support the proposed solution.	The Bidder shall submit with the bid: a) Proof of OEM status, **OR** b) A valid **signed** letter of appointment/authorisation issued by the OEM **OR** c) A valid OEM accreditation certificate, confirming that the Bidder is allowed to resell, installs and maintain/support the proposed solution.
2.	The Bidder shall provide at least one resource with ***Microsoft 74-409: Server Virtualization with Windows Server Hyper-V and System Center*** accreditation for installation and support.	The Bidder shall submit with the bid a valid copy of the ***Microsoft 74-409: Server Virtualization with Windows Server Hyper-V and System Center*** certificate of the installation and support resource.

CRITERIA NUMBER	CRITICAL CRITERIA REQUIREMENT	CRITICAL CRITERIA COMPLIANCE DOCUMENT TO BE SUBMITTED WITH THE BID
3.	The Bidder shall fully comply with all technical requirements as listed in the Technical Specifications Schedule in Annexure A of the RFB.	The Bidder shall submit with the bid, the completed and signed Bid Conditions Acceptance form (BCA) which is on page 7 of the KD17 and accepting to comply or exceed with all technical requirements as indicated in the Technical Specifications Schedule Annexure by completing in full the Technical Specifications Schedule Annexure A. Alternative proposals that do not meet the minimum Technical Specifications shall be invalid.

3.6 AUTHENTICITY:

Armscor reserves the right to verify and confirm the authenticity and validity of the certificates and letters submitted by the Bidder in response to this bid.

3.7 RETRACTION OF WORK ELEMENTS:

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

3.8 BIDDER PERSONNEL:

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

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

3.8.3 The Bidder shall have local presence and personnel in South Africa who complies with the requirements as set out in paragraph 3.5.3 and who can execute the Statement of Work (SOW) in this RFB.

3.8.4 The Bidder shall provide technical staff with adequate years of experience that successfully performed similar work. The Bidder shall provide at least one resource with ***Microsoft 74-409: Server Virtualization with Windows Server Hyper-V and System Center*** accreditation for installation and support.

3.9 TECHNICAL ACCEPTANCE CONDITIONS:

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

3.9.2 The acceptance conditions will be in accordance with Armscor's Contract Conditions, Technical Standards, A–STD–61.

3.9.3 Acceptance shall be done by means of an Inspection/Release/Acceptance Certificate (Form K225) issued, signed and stamped by a representative of Armscor's Quality Department after delivery.

3.10 ANNUAL ESCALATION:

Armscor reserves the right to renegotiate the pricing for the subsequent years (i.e. years 2 to 5 of the proposed order) to be in line with local market trends.

3.11 WARRANTY:

The system shall carry the standard warranty from the Original Equipment Manufacturer (OEM) after installation and commissioning.

3.12 SECURITY:

The successful Bidder needs to comply with Armscor security requirements, including amongst others, signing a non-disclosure agreement and security vetting.

3.13 PREVIOUS EXPERIENCE:

The Bidder shall provide evidence with the bid document of proven history of successful implementations of similar proposed solutions.

CHAPTER 4

4. COSTING

4.1 HANDLING FEE:

4.1.1 The Bidder shall indicate the intended handling fee on any subcontracted work as a percentage in the bid. This percentage will be fixed for the duration of the order.

4.1.2 No handling fee will be paid on freight, statutory, Subsistence and Travelling *(S & T)*, or any other incidental costs.

4.2 MARK-UP:

For the procurement of equipment, the Bidder shall indicate in the bid the mark-up percentage on the OEM's price.

CHAPTER 5

5. WORK BREAKDOWN STRUCTURE (WBS)

WBS 001: PROCUREMENT, INSTALLATION AND COMMISSIONING OF A UCS

5.1 SCOPE:

5.1.1 The table below list the **current** branding and sizing of the PAN cluster's processing capability at Armscor Head Office. However, the solution required is for two (2) PAN clusters of **equal** sizing *(specific branding is not required)*, one at Armscor Head Office and the other one at Armscor's Western Cape office at IMT in Simons Town. The Technical Specification Schedule (Annexure A) to be completed in full by the Bidder.

Blade 1	4x Intel Xeon E5-4650 processors with 8 cores each, 1.5TB RAM
Blade 2	4x Intel Xeon E5-4650 processors with 8 cores each, 1.5TB RAM
Blade 3	4x Intel Xeon E5-4650 processors with 8 cores each, 1.5TB RAM
Blade 4	4x Intel Xeon E5-4650 processors with 8 cores each, 1.5TB RAM
Blade 5	4x Intel Xeon E5-4650 processors with 8 cores each, 1.5TB RAM
Blade 6	4x Intel Xeon E5-4650 processors with 8 cores each, 1.5TB RAM
Blade 7	2x Intel Xeon E5-2697A v4 processors with 16 cores each, 1.5TB RAM
Blade 8	2x Intel Xeon E5-2697A v4 processors with 16 cores each, 1.5TB RAM
Blade 9	4x Intel Xeon E5-4650 processors with 8 cores each, 1.5TB RAM
Blade 10	2x Intel Xeon E5-2697A v4 processors with 16 cores each, 1.5TB RAM
Blade 11	2x Intel Xeon E5-2697A v4 processors with 16 cores each, 1.5TB RAM

5.1.2 The successful Bidder shall be responsible for the procurement, installation and commissioning of the UCS at Armscor Head Office and Armscor's Western Cape office at IMT in Simons Town.

5.2 STATEMENT OF WORK (SOW)

5.2.1 The Bidder shall integrate the UCS into the Armscor current operational environmental architecture without any disruption to the day-to-day operational requirements of Armscor. In commissioning the UCS, the UCS will assume the role/s of Armscor's current UCS systems and environments at Armscor Head Office and Armscor IMT (i.e. migrating from the current UCS to the new proposed solution).

5.2.2 The Bidder is required to consolidate the current IMT PAN cluster into the Armscor Head Office cluster. Currently all host operating systems on the UCS are Microsoft Servers running Microsoft Hyper-V.

5.2.3 The Bidder is to provide secretarial and project management services for the planning and commissioning of the proposed solution. This is to include as a minimum, project meetings and minutes, an approved high level Change Control Design Document and a related As Built signed off document capturing the finally commissioned solution.

5.2.4 The Bidder is to submit a recommended Implementation Plan which is to include proposed Acceptance Test Procedures (ATP). All plans are to have milestones and references to the necessary project documentation for implementation and sign off.

5.2.5 Infrastructure Functional Requirements Specification:

The functional requirements indicated in the Table below are the minimum requirements per cluster and Annexure A to be completed in full by the Bidder.

ITEM NO.	DESCRIPTION
1.	The solution offered shall have a Web based Central Management System which is to include the following functionalities: Automation; Capacity Management; Orchestration; Topology Mapping. It shall also provide connectivity management to the Chassis/s, the Fabric Interconnect Switches, the Blade Servers, the various SANs and networks. The Management Systems is to manage both clusters.
2	A PAN cluster is to have a minimum of 2 x Chassis/s configured in a High Availability Active-Active mode that once populated with the required blade servers shall have a minimum spare capacity of at least 1 additional free slot per chassis for future expansion.
3	Each Chassis/s shall have as a minimum dual IO modules with a minimum combined throughput of 160Gb/s per Chassis connecting to the fabric switch cluster, or if the chassis/s are stacked the same minimum throughput is required on the chassis's interconnecting back plains (bus).
4	Each Chassis is to be equipped with redundant power supplies as required for a high availability system.
5	Each Chassis/s or Chassis Cluster shall have dual connections to the Fabric Interconnect Switch Cluster configured in a High Availability Active-Active mode with a minimum combined throughput of 160Gb/s for the connections.
6	The Fabric Interconnect Switch Cluster Shall consisting of at least 2 Fabric Interconnect Switches configured in a High Availability Active-Active.
7	The Fabric Interconnect Switch Cluster is to connect to the SAN and the 4 physical networks at a minimum bandwidth speed of 4 x 64Gb/s and 2 x 58Gb/s respectively in an Active-Active aggregated configuration. The network speeds are to be backwards compatible to 10Gb/s per network.
8	The solution shall accommodate 8 physically separated networks/ports per Chassis/s, 2 per network via physical NIC/ports configured in an Active-Active solution with redundancy.

ITEM NO.	DESCRIPTION
9	All Fabric Interconnect Switch spare and redundant ports are to be fully populated and licenced for a minimum through put of 48Gig per port backwards compatible to 10Gig.
10	The solution provided shall be able to run a number of Enterprise Versions of Linux and/or Microsoft Server which shall be backwards compatible to Server 2012R2.
11	The solution offered shall be 64bit compliant.
12	The solution offered shall be compatible with the following SAN systems: IBM, XIOTECH, Quantum and Promise.
13	The solution offered must provide high availability and Automatic Blade Fail over functionality.
14	The solution offered must be cloud ready.
15	The solution offered shall have a minimum of 4 Fibre Channel connections to SAN per PAN cluster.
16	The solution offered must be bootable from any of the SAN solutions as listed in requirement 12.

5.3 COSTING:

5.3.1 The Bidder shall provide a fixed cost for procurement, installation and commissioning of the UCS.

WBS 002: MAINTENANCE & SUPPORT- SERVICE LEVEL AGREEMENT (SLA) REQUIREMENTS

5.4 SCOPE:

5.4.1 The WBS includes the support activities required after installation and commissioning of the system at Armscor Head Office and Armscor IMT.

5.4.2 Maintenance and support of the proposed solution is required for a period of five (5) years after installation and commissioning in accordance with the parameters as defined in the SLA.

5.4.3 The SLA requirements is the minimum requirements between the Bidder and Armscor. The purpose of the SLA requirements is to define and measure the services supplied by the Bidder to Armscor for the duration of the proposed order.

5.4.4 This SLA defines the following:

a) The roles and responsibilities of the parties in providing and managing the required services,

b) The measurement definitions used to determine the level of service that is provided; and

c) The method of remedy framework for non-performance.

5.5 SERVICE COVER PERIOD:

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

5.5.2 The SCP for this SLA is 24x7.

5.6 SERVICE LEVEL METRICS:

5.6.1 The following standard definitions will apply to the Services provided under the terms of the SLA:

INCIDENT PRIORITY	STATUS	BUSINESS IMPACT
Priority 1	Critical	Serious
Priority 2	Urgent	Medium
Priority 3	Medium	Minimal
Priority 4	Low	None

5.6.2 Critical - Business impact serious: Problems impacting entire business and/or all users.

5.6.3 Urgent - Business impact medium: Problems impacting parts of business and/or some users; Administrative requests for existing services; Sales requests.

5.6.4 Medium - Business impact minimal: Problems impacting single user / host in non-critical way; Administrative requests for new services; "How do I?" type questions.

5.6.5 Low - No business impact: Generation of reports; software updates and installations; Cosmetic enhancements.

5.6.6 Notwithstanding the above, where a resolution is not available at the time the Bidder will contact Armscor and will attempt to estimate and communicate an expected resolution time.

5.6.7 The Bidder undertakes to respond and resolve incidences according to the following priority matrix:

a) Priority 1: 2 hours to respond 8 hours MADT per month.
b) Priority 2: 2 hours to respond 12 hours to MADT per month.
c) Priority 3: 4 hours to respond 24 hours to MADT per month.
d) Priority 4: 48 hours to respond and hours to resolve is as mutually agreed.

5.6.8 Time to Repair Service Credits:

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

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

Value for Service Credits is equal to the total monthly SLA and maintenance cost for the month under review.

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

5.7 CONTACT CENTRE:

5.7.1 The Bidder is to provide a Contact Centre which is 24x7 for Incident logging.

5.8 SOW GENERAL SUPPORT:

The following services are to be supplied by the Bidder to Armscor for the duration of the proposed order:

Service	Monitoring & Management	Reporting	Hardware Maintenance	Time to Repair Commitments
Hardware and Software maintenance and support	Re-active	Incident reporting	Yes	Yes

5.9 SCOPE OF SLA:

5.9.1 Armscor will enter into a Service Level Agreement (SLA) with the successful Bidder to provide maintenance and support services for the system. The SLA will be negotiated after order placement.

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

a) Initial fault finding, troubleshooting and error checking.
b) Health and performance reporting, and
c) Configuration changes.

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

5.9.4 In the event that the problem cannot be resolved at 2nd line of support the Bidder shall provide or arrange for on-site 3rd line support.

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

5.9.6 Remote support is limited to telephonic and email only as no remote access will be granted.

5.9.7 In the course of dealing with an incident a possible "workaround" could be identified. A "workaround" for these purposes means a method of using other equipment or methodologies which avoids the problem or minimizes its effect and which does not result in substantial inconvenience or expenses for Armscor.

5.9.8 The provision of a workaround shall not result in the call being logged as fixed, and does not relieve the Bidder of its obligation to correct the problem within the target time limits.

5.9.9 Ad hoc time and material support will only commence once agreed upon with Armscor and an official Armscor Work Authorisation has been issued to the Bidder.

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

5.9.11 The following exclusions apply:

a) Restoration of file structures and data. This remains the responsibility of Armscor at all times – assistance could however be-requested from the Bidder based upon a time and material and resource availability.

b) Replacement of parts and/or services to repair damage caused or resulting from neglect, misuse or transportation of the parts by a party other than the Bidder, water damage, or modification of the equipment not approved, authorized or directed by the Bidder.

c) Replacement of parts and/or services to repair damage caused by failure to provide or maintain adequate or appropriate electrical power, air conditioning, humidity controls, electrical surge protection, or any other facilities or environmental conditions.

d) Assistance with Armscor business application support that is not covered in the SLA business application support.

e) Assistance with technical faults not related to the Bidder's services.

f) New installations outside of the scope of the proposed order.

g) Assistance with technical aspects of Armscor's infrastructure that is not related to the Bidder's service or product.

h) Ad hoc project work outside the scope of the proposed order.

5.10 SOW HARDWARE SUPPORT:

5.10.1 In the event of a device or component failure, the Bidder shall replace the faulty unit according to the guidelines as listed below:

a) Shipment of a replacement or loan device or component to the Armscor site.

b) Shipment per failed device or component from the Armscor site back to the OEM for repair.

c) Any faulty hard drive or data bearing device that is not striped is not to be removed from the Armscor site and will be destroyed as per Armscor's security policy.

d) Shipment of the repaired device or component back from the OEM to the relevant Armscor site.

e) Physically swap out and reconfigure the faulty device and/or component.

5.10.2 The Bidder is to keep the systems patching, software and firmware upgrades and updates up-to-date and current as per the OEM's prescriptions for the duration of the proposed order.

5.10.3 The Bidder is to reconfigure the system's OS as and when required by the OEM.

5.11 INCIDENT MANAGEMENT:

5.11.1 Armscor will log a call at the Bidder call desk:

a) Authorized person logging the call.

b) Serial number of the kit/make model.

c) Fault description which includes the error report from the appliance.

d) Contact details confirmed.

5.11.2 The Bidder shall provide Armscor with a call reference number and escalate the call to ensure adherence to the SLA.

5.11.3 The resolution of incidents and service requests shall be managed through the Bidder's call centre.

5.11.4 Co-ordinate resolution:

i. The Bidder's call centre shall assign each request or incident to the appropriate resolver group.

ii. The resolver group shall be responsible to resolve the incident or execute the requested services and to notify the Bidder's call centre with regard to progress.

iii. The Bidder's call centre shall notify the requestor with regard to progress on a regular basis.

5.11.5 Controlling:

a) Both parties shall make every reasonable effort to ensure people, processes and technology are efficiently deployed and have the functionality to deliver and report on the services requested.

b) The Bidder's call centre shall measure and record the resolution time, the nature of resolution of incidents or service requests and report performance on all incidents logged.

c) Calls not logged via the Bidder's call centre shall be excluded from any SLA.

d) The Mean Time to Respond (MTTR) and Resolve starts when the call is logged with the Bidder's call centre. The call timer is stopped, outside of Service Hours and continues at the start of the following business day.

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

f) All calls logged on the system use the equipment serial number as reference, and if the equipment is not on the schedule it is assumed that no SLA is in place, and no SLA metric shall apply.

5.11.6 Escalation:

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

1. Help Desk (2 hours response time),
2. Account Manager (4 hours response time), and
3. Director (NBD response time).

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

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

5.12 SLA MEETING AND REPORTING:

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

a) Review current running configuration,
b) Review devices' status,
c) Review devices' log files,
d) Highlight unexpected log messages and perceived anomalies,
e) Further investigate events which may be negatively affecting optimization performance,
f) Add finding to issues list,
g) Compare configuration against Armscor Architectural standard,
h) Review QoS policies,
i) List all discrepancies in issues list, and
j) Provide a report covering unhealthy devices and recommendations in order to rectify the identified issues.

5.12.2 Service Review Meetings will be held at the request of Armscor on a monthly basis at the Armscor's offices. Armscor will chair these meetings and the Bidder will provide secretary services. The issues to be covered will include the following:

a) Service performance levels,
b) Support performance levels,
c) System issues,
d) Compensation issues,
e) Administrative issues,
f) Security issues, and
g) Changes proposed.

5.13 ARMSCOR'S DUTIES AND RESPONSIBILITIES:

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

5.13.2 Armscor shall ensure that Bidder is kept up to date on the location of the equipment subject to service under the SLA.

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

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

5.13.5 System requirements and recommended hardware: The systems requirements and recommended hardware for the provisioning of the Bidder services is the responsibility of Armscor.

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

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

5.14 EQUIPMENT SCHEDULE:

The Bidder shall provide an equipment schedule that lists the items covered by the SLA.

5.15 COSTING:

5.15.1 The Bidder shall provide a **fixed hourly labour rate** for maintenance and support services call out fees.

WBS 003: TRAINING

5.16 SCOPE:

5.16.1 The scope of this element is to provide for dedicated OEM certified operational training on the proposed solution.

5.16.2 Training shall be conducted at Armscor.

5.16.3 The training requirement covers the possible provision of formal training and on-the-job training.

5.17 SOW:

5.17.1 The Bidder shall make visible in the bid the training strategy and plan on how he envisage fulfilling the training requirement.

5.17.2 Training is required for at least four (4) Armscor technical personnel.

5.17.3 The training requirement should only be addressed by means of OEM recognised training courses.

5.17.4 The Bidder shall provide the necessary training material and user manuals.

5.18 COSTING:

5.18.1 The Bidder shall provide a fixed cost for training.

ANNEXURE A

TECHNICAL SPECIFICATION SCHEDULE

The current PAN cluster at Armscor Head Office

The current branding and sizing of the PAN cluster's processing capability at HO is indicated in the table below. The requirement is for **2** PAN Clusters of **equal or better sizing** (specific branding is not required), one at Armscor Head Office and the other one at Armscor's IMT Office in Simons Town.

Bidders are requested to **indicate** how they are complying or exceeding the technical specifications by **indicating in the proposed technical specification** table below.

	CURRENT ARMSCOR PROCESSING CAPABILITY	COMPLY / NON-COMPLIANCE	ALTERNATIVE PROPOSED TECHNICAL SPECIFICATION PROPOSAL *(If noncompliance - the Bidder need to complete the Technical Specification Schedule in full by indicating the technical specification to be supplied by the Bidder)*
Blade 1	4 x Intel Xeon E5-4650 processors with 8 cores each, 1.5TB RAM		
Blade 2	4 x Intel Xeon E5-4650 processors with 8 cores each, 1.5TB RAM		
Blade 3	4 x Intel Xeon E5-4650 processors with 8 cores each, 1.5TB RAM		
Blade 4	4 x Intel Xeon E5-4650 processors with 8 cores each, 1.5TB RAM		
Blade 5	4 x Intel Xeon E5-4650 processors with 8 cores each, 1.5TB RAM		

ANNEXURE A

TECHNICAL SPECIFICATION SCHEDULE CONTINUE

	CURRENT ARMSCOR PROCESSING CAPABILITY	COMPLY / NON-COMPLIANCE	ALTERNATIVE PROPOSED TECHNICAL SPECIFICATION PROPOSAL *(If noncompliance - the Bidder need to complete the Technical Specification Schedule in full by indicating the technical specification to be supplied by the Bidder)*
Blade 6	4 x Intel Xeon E5-4650 processors with 8 cores each, 1.5TB RAM		
Blade 7	2 x Intel Xeon E5-2697A v4 processors with 16 cores each, 1.5TB RAM		
Blade 8	2 x Intel Xeon E5-2697A v4 processors with 16 cores each, 1.5TB RAM		
Blade 9	4 x Intel Xeon E5-4650 processors with 8 cores each, 1.5TB RAM		
Blade 10	2 x Intel Xeon E5-2697A v4 processors with 16 cores each, 1.5TB RAM		
Blade 11	2 x Intel Xeon E5-2697A v4 processors with 16 cores each, 1.5TB RAM		

ANNEXURE A

TECHNICAL SPECIFICATION SCHEDULE

The table below indicate the **minimum PAN functional requirements per cluster:**

ITEM NO.	DESCRIPTION	COMPLY / NON-COMPLIANCE	ALTERNATIVE PROPOSED TECHNICAL SPECIFICATION PROPOSAL *(If noncompliance - the Bidder need to complete the Technical Specification Schedule in full by indicating the technical specification to be supplied by the Bidder)*
1.	The solution offered shall have a Web based Central Management System which is to include the following functionalities: Automation; Capacity Management; Orchestration; Topology Mapping. It shall also provide connectivity management to the Chassis/s, the Fabric Interconnect Switches, the Blade Servers, the various SANs and networks. The Management Systems is to manage both clusters.		
2	A PAN cluster is to have a minimum of 2 x Chassis/s configured in a High Availability Active-Active mode that once populated with the required blade servers shall have a minimum spare capacity of at least 1 additional free slot per chassis for future expansion.		
3	Each Chassis/s shall have as a minimum dual IO modules with a minimum combined throughput of 160Gb/s per Chassis connecting to the fabric switch cluster, or if the chassis/s are stacked the same minimum throughput is required on the chassis's interconnecting back plains (bus).		

ANNEXURE A

TECHNICAL SPECIFICATION SCHEDULE CONTINUE

ITEM NO.	DESCRIPTION	COMPLY / NON-COMPLIANCE	ALTERNATIVE PROPOSED TECHNICAL SPECIFICATION PROPOSAL *(If noncompliance - the Bidder need to complete the Technical Specification Schedule in full by indicating the technical specification to be supplied by the Bidder)*
4	Each Chassis is to be equipped with redundant power supplies as required for a high availability system.		
5	Each Chassis/s or Chassis Cluster shall have dual connections to the Fabric Interconnect Switch Cluster configured in a High Availability Active-Active mode with a minimum combined throughput of 160Gb/s for the connections.		
6	The Fabric Interconnect Switch Cluster Shall consisting of at least 2 Fabric Interconnect Switches configured in a High Availability Active-Active.		
7	The Fabric Interconnect Switch Cluster is to connect to the SAN and the 4 physical networks at a minimum bandwidth speed of 4 x 64Gb/s and 2 x 58Gb/s respectively in an Active-Active aggregated configuration. The network speeds are to be backwards compatible to 10Gb/s per network.		

ANNEXURE A

TECHNICAL SPECIFICATION SCHEDULE CONTINUE

ITEM NO.	DESCRIPTION	COMPLY / NON-COMPLIANCE	ALTERNATIVE PROPOSED TECHNICAL SPECIFICATION PROPOSAL (If noncompliance - the Bidder need to complete the Technical Specification Schedule in full by indicating the technical specification to be supplied by the Bidder)
8	The solution shall accommodate 8 physically separated networks/ports per Chassis/s, 2 per network via physical NIC/ports configured in an Active-Active solution with redundancy.		
9	All Fabric Interconnect Switch spare and redundant ports are to be fully populated and licenced for a minimum through put of 48Gig per port backwards compatible to 10Gig.		
10	The solution provided shall be able to run a number of Enterprise Versions of Linux and/or Microsoft Server which shall be backwards compatible to Server 2012R2.		
11	The solution offered shall be 64bit compliant.		
12	The solution offered shall be compatible with the following SAN systems: IBM, XIOTECH, Quantum and Promise.		

ANNEXURE A

TECHNICAL SPECIFICATION SCHEDULE CONTINUE

ITEM NO.	DESCRIPTION	COMPLY / NON-COMPLIANCE	ALTERNATIVE PROPOSED TECHNICAL SPECIFICATION PROPOSAL (If noncompliance - the Bidder need to complete the Technical Specification Schedule in full by indicating the technical specification to be supplied by the Bidder)
13	The solution offered must provide high availability and Automatic Blade Fail over functionality.		
14	The solution offered must be cloud ready.		
15	The solution offered shall have a minimum of 4 Fibre Channel connections to SAN per PAN cluster.		
16	The solution offered must be bootable from any of the SAN solutions as listed in requirement 12.		

**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 biding 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-á-vis the evaluating authority and/or take an oath declaring his interest, where-

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

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

* Delete whichever is not applicable

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

*YES / NO

2.1. If yes, state particulars.

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

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

*YES / NO

3.1. If yes, state particulars.

....
....

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

*YES / NO

4.1. If yes, state particulars.

……

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

DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:

- The Enterprise has ___________% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has ___________% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has ___________% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
    - Black Youth % = ____________%
    - Black people living with disabilities % =____________%
    - Black Unemployed % =____________%
    - Black People living in Rural areas % = ____________%
    - Black Military Veterans % =____________%

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of ___________, the annual Total Revenue was R5,000,000.00 (Five Million Rands) or less
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Commissioner of Oaths	**Deponent**
Credentials and Signature _______________ **Date**	_______________ **Signature** _______________ **Date**

DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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 ____________________ **Date**	 ____________________ **Signature** ____________________ **Date**

ANNEXURE 1 TO KD25

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ARMSCOR					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT :					
ARMSCOR BID BOX VISITORS ENTRANCE (BLOCK 8), 370 NOSSOB STREET,					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mr. A.L Mmbengwa**	CONTACT PERSON	**Mr. A.L Mmbengwa**
TELEPHONE NUMBER	**012 428 3610**	TELEPHONE NUMBER	**012 428 3610**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**scmbids@armscor.co.za**	E-MAIL ADDRESS	**scmbids@armscor.co.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

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 "Armscor General Conditions of Contract".

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

1.4 What is Historic IP?

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

1.5 What is Foreground IP?

For definition, refer to A-STD-0020 "Armscor General Conditions of Contract".
"Foreground IP" is new intellectual property that is created during the execution of the order.

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

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

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

Historic and Foreground IP may be either

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

2. IP RECORDAL REQUIREMENTS

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

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

2.1 Background IP Utilised

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

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

2.2 Historic IP Utilised

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

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

2.3 Foreground IP to be generated

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

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

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

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

3. SAFEGUARDING OF IP

3.1 IP Agreement

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

3.2 Management and Safeguarding of IP

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

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

3.3 IP Delivery

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

3.4 IP Audits

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

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

4.1 Background

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

The workbook consists of the following three spreadsheets:

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

4.2 Electronic Form Definitions

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

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

5. INTELLECTUAL PROPERTY QUESTIONNAIRE

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

Will Background IP be applicable during the execution of the quoted scope of work?	Yes No
If yes, state particulars by completing the 'Background IP' worksheet. Indicate each IP item as a separate line.	
Will Historic IP be utilised and/or is it required as a prerequisite to execute the quoted scope of work?	Yes No
If yes, state particulars by completing the 'Historic IP' worksheet for each IP item. Indicate each IP item as a separate line;	
Will any of these Historic IP items be enhanced during the execution of the quoted scope of work?	Yes No
If yes, also complete the 'Foreground IP' worksheet for those IP items	
Will new Foreground IP be generated during the execution of the quoted scope of work?	Yes No
If yes, state particulars by completing the 'Foreground IP' worksheet for each IP item. Indicate each IP item as a separate line.	

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

WITNESSES:

1 ....

2 ....

....
SIGNATURES OF BIDDER(S)

....
DATE:

ADDRESS: ....

....

....