INVITATION TO BID

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

ARMAMENTS CORPORATION OF SOUTH AFRICA SOC LTD
(ARMSCOR)
Company registration: 1968/008611/06   Vat registration: 4500101169

REQUEST FOR BID: EICT/2023/01

1. INSTRUCTIONS ON SUBMISSION OF BIDS

1.1   Bid Closing at **11:00 am** on **09 June 2023 (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 TWENTY** 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 5 dated 22 June 2022 as well as any special condition contained in these documents.   Copies of the General Conditions of Contract and the Rules of Procedure are available on Armscor's website at www.armscor.co.za.

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BIDDING STRUCTURE

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

Only fill the relevant category:

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

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

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

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

NB: Submit with the bid the following documents:

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

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

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

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

If Joint Venture or Consortium, indicate the following:

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

NB: Submit with the bid the following documents:

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

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

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

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

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

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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 A-STD-0020 Issue 5 dated 22 June 2022 (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 5 dated 22 June 2022, 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.

6. Advance payments:

Bidders shall furnish the price without advance payment.

7. Performance Guarantee:

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

8. Commissions:

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

9. Tax Compliance Requirements
It is a condition of bid that the successful bidder MUST be tax compliant, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations. FOREIGN COMPANIES ARE REQUIRED TO COMPLETE QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS OF ANNEXURE 1 TO KD 25

9.1 In order to meet this requirement the bidder is required to access SARS e-filing and complete the SARS ONLINE "SARS tax compliance status" under tax status. Tax compliance requirements are also applicable to individuals who wish to submit bids.

9.2 SARS will then furnish the bidder with a Tax compliance PIN code that will be valid for a period of 1 (one) year from the date of approval.

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

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

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

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

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, 2022 and Armscor Preference Point System of the Preferential Procurement Regulations, 2022.

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):

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

80/20

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

Where

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

ARMAMENTS CORPORATION OF SOUTH AFRICA SOC LTD

Last updated 2023-05-12   **Bid No: EICT/2023/01**

KD17

VALIDITY PERIOD: 120 DAYS

	BID NUMBER	:	EICT/2023/01
	CLOSING AT 11:00 ON	:	06 June 2023
	NAME OF BIDDER	:	_____

ITEM NO	DESCRIPTION	QTY	UNIT PRICE IN FOREIGN CURRENCY	UNIT PRICE IN S.A. CURRENCY	SUBTOTAL
	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT, IMPLEMENTATION AND SUPPORT OF A SERVICE DESK MANAGEMENT SOLUTION (INFORMATION TECHNOLOGY SERVICE MANAGEMENT SOLUTION) AT ARMSCOR FOR A PERIOD OF FIVE (5) YEARS				
1	Planning Phase				
2	Discovery and Analysis Phase				
3	Design, Build & Test Phase				
4	Data Migration				
5	Training & Evaluation				
6	Go-Live / Implementation				
7	Project Monitoring and Evaluation				
8	Post Go-Live Maintenance and Support (3 years)				
9	Licensing				
	NOTE: **Two-Envelope System**: Bids must be submitted in clearly marked envelopes reflecting the bid number and the bidder's name. Pricing proposal must be submitted in a separate envelope which must also be clearly marked.				
	TOTAL (excluding VAT) **VAT** **TOTAL (including VAT)**				

1. **Delivery address:** Armscor SOC LTD, 370 Cor Delmas and Nossob Streets, Erasmuskloof, Pretoria

2. * Period required for commencement of delivery, after receipt of order:...................................

3.   * Rate of delivery: ....

4.   * Period required for completion of order, after receipt thereof:.................................

*   Must be completed by Bidder if not completed by Armscor.

NOTE:

   (a)   *The Bidder MUST quote on all items listed. "No quote" for any item will result in the bid not being considered.*

   (b)   **All prices shall be the total price for the entire scope of required services and deliverables to be provided by the bidder.**

   (c)   **The cost of delivery, labour, etc. must be included.**

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT, IMPLEMENTATION AND SUPPORT OF A SERVICE DESK MANAGEMENT SOLUTION (INFORMATION TECHNOLOGY SERVICE MANAGEMENT SOLUTION) AT ARMSCOR FOR A PERIOD OF FIVE (5) YEARS

1. BACKGROUND INFORMATION

In an effort to standardise systems/ solutions used within the organisation, a solution is required by Armscor to assist ICT, Security & Facilities, and Dockyard Infrastructure Departments with the management of incidents and service requests. This request emanates from the use of an outdated version of Remedy v6 and GLPi version 9.5.2, an open source software that has little or no support. The solution needs to be accommodative of the business requirements that have evolved over the years.

2. NON-COMPULSORY BIDDERS BRIEFING

A Non-compulsory Bidders Briefing is applicable to this RFB and it will be held both face-to-face and virtually, as follows:

a) Face-to-face: Armscor, 370 Nossob Street, Erasmuskloof, Pretoria on 25 May 2023 at 10:00.

b) Virtually: A link will be send to all bidders after being requested via email: scmbids@armscor.co.za. The cut-off date and time to request the link is on 25 May 2023 at 09:30.

Attendance of the Bidders Briefing is <u>not compulsory</u> although highly recommended.

It is requested that any queries arising from the RFB be submitted to Armscor's Supply Chain Management in writing at least 3 working days prior to the Bidders Briefing. Armscor will endeavour to answer these queries at the Bidders Briefing or with the issuing of the minutes of the briefing.

3. EVALUATION CRITERIA

Bids will be evaluated on three-stage evaluation process, which is as follows:

Stage 1: Critical Criteria
Stage 2: Demonstration Criteria
Stage 3: Preference Point System

3.1. Stage 1: CRITICAL CRITERIA

No.	Critical Criteria Description	Compliance Evidence
1.	a) The bidder must be an OEM of the proposed Service Desk Management Solution (Information Technology Service Management Solution). **OR** b) The Bidder must be authorised by the OEM or Authorised Agent **to provide** the proposed Service Desk Management Solution (Information Technology Service Management Solution).	a) The bidder shall submit, with the BID, a valid certificate or letter indicating that the bidder is an OEM of the proposed Service Desk Management Solution (Information Technology Service Management Solution). **OR** b) The bidder shall submit, with the BID, a valid accreditation from OEM or Authorised Agent indicating that the bidder is authorised **to provide** the proposed Service Desk Management Solution (Information Technology Service Management Solution).
2.	The bidder shall provide at least one resource holding a minimum Information Technology Infrastructure Library (ITIL) Version 4 certification or above for the implementation of the proposed solution.	The bidder shall submit, with the BID, a valid ITIL Version 4 certificate or above of the resource as a proof of compliance.
3.	The bidder shall have implemented and supported the proposed Service Desk Management Solution (Information Technology Service Management Solution) with at least two (2) clients in the past seven (7) years.	The bidder shall submit, with the BID, at least **two (2) reference letters from contactable clients signed by a duly authorised person** where the proposed Service Desk Management Solution (Information Technology Service Management Solution) was implemented and supported in the past seven (7) years. **Reference letter(s) must entail the following details:** a) Name of the Client, b) Name of the Bidder,

No.	Critical Criteria Description	Compliance Evidence
		c) Name of the Service Desk Management Solution (Information Technology Service Management) implemented and supported, d) Start date and end date (go-live date)/status of completion of the project, and e) Contact details of the Client.
4.	The bidder shall indicate full compliance with the Statement of Work (SOW) as attached in **Appendix B**.	The bidder shall complete and sign bid conditions acceptance form on page 7 of KD17 as declaration that they shall fully comply with the Statement of Work (SOW).

Note:

- Only bidders who comply with all four (4) critical criteria requirements above, shall be considered for further evaluation. Failure by the bidder to comply with all critical criteria above will result in their bid not being evaluated further and will be disqualified from further evaluation.

- Armscor reserves the right to verify all the information provided.

For the purpose of critical criteria evaluation; the following words are defined as follows:

- **To provide** means to supply (resell), implement, support and/or maintain.

- **Supply (resell)**
Delivery and deployment of the solution.

- **Implement**
The implementation of a service desk solution must include the installation and loading of the software and making sure its operational; it must also include a pilot period where a group of users can test it. This step is very useful, since it allows you to identify possible failures that you didn't contemplate during the implementation and that have an operational impact.
If something goes wrong during this phase, the limited scope of the implementation will ensure that the impact will also be minor. Thus, you'll be able to correct it before going fully live with the ITSM system.

- **Support**

  Regular updates to the software, whether they be legislative or enhancements to the system and the odd bug fixes that keeps it relevant and functioning at an optimal level.
  Flexibility of customising the solution.

- **Maintenance**

  Proactive development in adding additional features or assessing low priority "bugs" that don't deteriorate the software design and user experience.

3.2. Stage 2: DEMONSTRATION CRITERIA

Bids will be measured against the Demonstration Criteria requirements as stipulated in the table below.

NOTE:

a) The qualifying bidders will be asked to give a live demonstration on the proposed solution. The demonstration will be used to determine how the solution complies with the Business Requirements (Functional Requirement).

b) A full agenda will be prepared and submitted to Bidders at least two weeks prior to the scheduled Demonstration.

Scoring system: Ratings and summary scores range from 0 to 3:

Demonstration Scoring Legend	Score
Functionality not demonstrated	0
Moderate : Some expectations not achieved	1
Acceptable : Meets expectations	2
Excellent : Exceeds some expectations	3

Description	Scoring
Minimum qualifying score for demonstration	66

No	Requirements	Description	Scoring
1	**TICKET MANAGEMENT**	Ability to generate tickets using different methods e.g., email, self-service or telephone with the capability of uploading documents.	
2		Assigning tickets to resources following different approval processes	
3		Ability to assign weights to calls based on priority (i.e. urgency, SLA, impact, job titles)	

No	Requirements	Description	Scoring
4		Manage the life cycle of an incident, request or problem from recording to closing including the start and the stop of the clock during the lifecycle.	
5		Ability to change the status on a ticket during its lifecycle.	
6		Ability to re-activate an incident/request/problem with a resolved or closed status with manager's approval	
7		Ability to notify requestor on call progress from the time it is logged until resolution	
8		Ability to access historic information classified by type e.g., by user/configuration or item/category and systems	
9	CHANGE AND RELEASE MANAGEMENT	Ability to log and manage requests for change	
10		Automatically notify approvers of the change when a change occurs and that they must approve or reject the change	
11		Automatically update user and license information.	
12	ASSET AND CONFIGURATION MANAGEMENT	Maintain an overview of service assets to aid other processes such as change and ticket management	
13		Link the Configuration Item (CI) with the ticket records	
14		When logging a ticket, the previous calls logged related to the same CIs should be displayed, same goes for problem and change management	
15		Facilitate ticket management in providing criticality and impact indicators of failed CIs for classification of incident records.	
16		Facilitate the registration and management of the organisation's configuration items (mainly ICT Assets).	
17		Asset movement with user approval Allocation of software and hardware Be able to flag assets not connected to the network for 30 days	
18	SELF-SERVICE / REQUEST MANAGEMENT	Users must have self-service access to monitor the progress of their service requests, to log new ticket and view of history of calls the user logged.	
19	KNOWLEDGE MANAGEMENT	Allow end-users access to a knowledge base of common issues (FAQ Categories) created by the Service Management Team with role-based approvals to ensure that correct information is published. The solution should create knowledge base for relevant, updateable content that is useful for ICT and business users	
20		Allow for a knowledge approval process so that managers can review, edit and approve new knowledge base articles	
21		Provide separate knowledge base for different users	
22		Ability to segment and organise content in a multi-level index structure	
23	COLLABORATION	Capability to assist service management teams to work together to solve incidents, requests and problems however have individual SLAs without affecting other people's SLAs	

No	Requirements	Description	Scoring
24	**REPORTING AND SLA MANAGEMENT**	Real time reporting, dashboards on SLA compliance, quarterly reports for business partners	
25		Visibility for all service management teams on ticket resolution times. Thus providing visibility down to individual technician/ engineer's performance	
26		Ability to quantify current and historical trends, performance and customer satisfaction with menu-driven, built-in searching and reporting tools such as: o Create Metric reports to monitor performance o Provide customizable personal and management dashboards for real-time activity tracking and analysis o Automatically distribute scheduled reports via email (export pdf/ word)	
27		Provide SLA reports (% of targets achieved) and the number of service level breaches, accessible to users	
		Ability to show ticket trend analysis - e.g. monthly numbers of tickets by category, department etc.	
29		Ability to calculate and show resolution times against different SLA targets and show summary information on calls missing the resolution times. The calculation should exclude tickets with on-hold\pending status.	
30		Ability to maintain an audit trail for system entries including user code, date, and time of each system transaction.	
31	**ADMINISTRATIVE**	Capability of reporting/ dash boarding functions and assets/ configuration repository	
32		Ability to create workflows, notifications, alerts and approvals	
33		The solution must be web based.	
34		Ability to record activities and time spent across all functional areas with the system	
35		Ability to create escalation rules and workflow that support automated actions.	
36	**TECHNOLOGY AGNOSTIC**	Be compatible with mobile devices such as tablets	
37	**AUTOMATED SURVEY**	Have built-in user surveys to get direct feedback and monitor user expectations	
38	**SERVICE LEVEL & CATALOGUE MANAGEMENT**	Assist in understanding the true costs of service teams with a billing and reporting system based on actual usage and activities completed;	
39		Ability to support multiple SLAs, using pre-set response and fix times set against tickets;	
40		Ability to escalate Incident, Request, Problem and Change reports over time according to the SLA assigned. This should include referral to other groups or individuals, increasing of	

No	Requirements	Description	Scoring
		severity (impact), and external alerts to other users and management via e-mail &	
41		Calculate the downtime of service components (including related configuration items), according to ticket status and log a problem record if downtime is more than the agreed percentage.	

3.3. Stage 3: PREFERENCE POINT SYSTEM

The 80 (Price) / 20 (Specific Goals) B-BBEE status level) preference point system shall be applied in this evaluation.

4. TECHNICAL ACCEPTANCE CONDITIONS

4.1. The contractor shall be responsible for effective Quality Assurance (QA) measures to ensure the quality of service.

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

4.3. 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.

ANNEXURE A: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT, IMPLEMENTATION AND SUPPORT OF A SERVICE DESK MANAGEMENT SOLUTION (INFORMATION TECHNOLOGY SERVICE MANAGEMENT SOLUTION) AT ARMSCOR FOR A PERIOD OF FIVE (5) YEARS

1. Definitions, Acronyms, and Abbreviations

Acronym/Definition	Explanation
CHRIS	Central Human Resources Information System
CMDB	Configuration Management Database
HO	Head Office
IMAC	Installing, Moving, Adding and Changing of end user IT equipment
IMT	Institute for Maritime Technology
ITIL	Information Technology Infrastructure Library
SDA	Service Desk Agent
SMS	Service Management Solution
SLA	Service Level Agreement
SLR	Service Level Requirements

2. Background

In an effort to standardise systems/ solutions used within the organisation, a solution is required by Armscor to assist ICT, Security & Facilities, and Dockyard Infrastructure Departments with the management of incidents and service requests. This request emanates from the use of an outdated version of Remedy v6 and GLPi version 9.5.2, an open source software that has little or no support. The solution needs to be accommodative of the business requirements that have evolved over the years.

3. Purpose

The purpose of this project is to source and implement a Service Management System that will be used across different departments in Armscor. The main aim of the project is essentially to replace the current service desk systems with a modern solution that will support these business requirements and be technologically up-to-date.

4. Scope

The scope of this project is limited to implementing a single solution to be used by either Armscor ICT, Security & Facilities or Dockyard Infrastructure to manage their requests for services.

4.1. Inclusions

The inclusions of the scope of this project are as follows:

a) Central deployment of the solution, at Head Office (HO);
b) Replace existing service management systems;
c) Migrate data from the existing systems;
d) Ensure integration with other Armscor systems;
e) Knowledge transfer to Armscor ICT team, in terms of the technical skill set required to support the solution going forward.

4.2. Exclusions

The following are excluded from the scope of this project:
a) Procurement of additional hardware (e.g. laptops, scanners etc.)

4.3. Dependencies and Constraints

The following are the dependencies and constraints of the project and the influence they have in the successful delivery of the solution:
- Availability of Armscor resources as they may still need to service the organisation during the project timelines.
- Availability of hardware, e.g. servers, scanners, etc. may also be a challenge.
- Integration with some Armscor systems, which are outdated.

4.4. Assumptions

The success of the project is based on the following assumptions:

a) Armscor providing the service provider with required hardware (e.g. servers and laptops);
b) The scope of the project will not change throughout the project life cycle. If it does change, a change management process will be followed.

5. Business Problem Overview

5.1. Current Business Environment (As-Is)

Currently the organisation uses two (2) different and disparate systems to manage service requests. These systems both have limitations:

Remedy (v6):

The current SMS version (Remedy) is outdated, as the latest version is v20.02, and does not satisfy some of the service teams' business requirements anymore. As a result it does not operate at an optimal level, that would allow the departments deliver services on time and efficiently.

GLPi (v9.5.2):

GLPi, is an open source software that has little or no support. Whilst GLPi requires multiple configurations to fit the business requirements, these multiple configurations require support

from the service provider, which is limited in the country. Currently any configuration required to the system is done by trial and error, a process that usually takes time where possible.

6. Business Requirements

The required solution ought to be a coherent solution that encompasses the following, but not limited to, capabilities and functions:

6.1. Functional Requirements:

a. Incident and Request Management:
- Ability to generate automated tickets and assigning them to the relevant resources;
- Ability to assign weights to calls based on complexity;
- Manage the life cycle of an incident, request or problem from recording to closing. Thus, increasing optimisation of current service management business processes;
- Ability to change the status on a call, re-activate an incident/request/problem with a resolved or closed status with manager's approval;
- Ability to notify requestor on call progress from the time it is logged until resolution;
- Ability to offer service request prioritisation based on SLA categories for ICT and job titles for Security & Facilities;
- The different teams must be able to access historic information on similar call types - e.g. by user/configuration or item/category.

b. Change and Release Management:
- Capability to control the governance and risk of changes;
- Automatically notify approvers of the change when a change occurs and that they must approve or reject the change;
- Ability to log and manage requests for change;
- Automatically update user and license information.

c. Asset and Configuration Management:
- Maintain an overview of service assets to aid other processes such as change and incident management;
- Link the Configuration Item (CI) with the incident records;
- When logging an incident, the previous calls logged related to the same CIs should be displayed, same goes for problem and change management;
- Facilitate Incident Management in providing criticality and impact indicators of failed CIs for classification of incident records;
- Facilitate the registration and management of the organisation's configuration items (mainly ICT Assets). For example, Hardware, Software or Contracts/ SLAs &
- Ability to scan the network and detect assets, flag/report assets moved without approval.

d. Self-Service/ Request Management:
- Users must have self-service access to monitor the progress of their service requests, to log new calls and view of history of calls the user logged.

e. **Knowledge Management:**
   - Allow end-users access to a knowledge base of common issues (FAQ Categories) created by the Service Management Team with role-based approvals to ensure that correct information is published. The solution should create knowledge base for relevant, updateable content that is useful for ICT and business users;
   - Allow for a knowledge approval process so that managers can review, edit and approve new knowledge base articles;
   - Provide separate knowledge base for ICT, Facilities (Both Dockyard & HQ) and normal users;
   - Ability to segment and organise content in a multi-level index structure.

f. **Collaboration:**
   - Capability to assist service management teams to work together to solve incidents, requests and problems. This enables business users to solve some issues on their own and spread the knowledge with colleagues.

g. **Reporting and SLA Management:**
   - Ability to support, enhance and extend collaborative decision support (strategic and tactical) and communication with service management teams and business leaders;
   - Real time reporting, dashboards on SLA compliance, quarterly reports for business partners;
   - Visibility for all service management teams on ticket resolution times. Thus providing visibility down to individual technician/ engineer's performance;
   - Ability to quantify current and historical trends, performance and customer satisfaction with menu-driven, built-in searching and reporting tools such as:
     - Create Metric reports to monitor performance
     - Provide customisable personal and management dashboards for real-time activity tracking and analysis
     - Automatically distribute scheduled reports via email;
   - Provide SLA reports (% of targets achieved) and the number of service level breaches, accessible to the technicians and/ or engineers;
   - Reports should be able to show incident trend analysis - e.g. monthly numbers of incidents by category, department etc;
   - Reports should be able to calculate and show resolution times against different SLA targets - response times and fix times - and show summary information on calls missing the resolution times &
   - The solution must be able to maintain an audit trail for system entries including user code, date, and time of each system transaction.

h. **Administrative:**
   - Capability of reporting/ dash boarding functions and assets/ configuration repository;
   - Ability to create workflows, notifications, alerts and approvals;
   - The solution must be web based to ensure easy access from any location;
   - Ability to record activities and time spent across all functional areas with the system;

- Ability to create escalation rules and workflow that support automated actions.

i. **Technology Agnostic:**
   - The planned solution ought to be able to integrate with other Armscor systems without hassle. Systems included but not limited to:
     - Mail server: To send call receipts, surveys and any additional communication made between the client and the service desk staff
     - ColabSpace (SharePoint): To store service desk reports
     - Inventory management: To automate data collection from auditing tools and operational databases
     - Assetware: To calculate the value of assets. It will also track B number assets and ICT assets
     - Qlik Sense: For additional reporting purposes
     - Building Management System
     - Computer Maintenance Management System;
   - Be compatible with mobile devices such as tablets;
   - Support at least one of these databases; MariaDB, MySQL, MS SQL, PostgreSQL;
   - Support Local and LDAP or Active Directory user based authentication;
   - The server component of the solution must enable setting up on MS Windows 2008 Server or SLESv12 and above;
   - The client software; if available, must allow installation on MS Windows 2012 (64 bit) or RPM/Debian based End-User Linux operating systems.

j. **Adherence to Open Standards:**
   - Capability of the solution to adhere to open standards.

k. **User Experience and Flexibility:**
   - Flexibility to perform product configuration to realise streamlined and intuitive User Interaction (UI).

l. **ICT Client Management:**
   - Capability in automating daily desktop operational processes.

m. **Service Level and Catalogue Management:**
   - Assist in understanding the true costs of service teams with a billing and reporting system based on actual usage and activities completed;
   - Ability to support multiple SLAs, using pre-set response and fix times set against Incidents and Requests;
   - Ability to escalate Incident, Request, Problem and Change reports over time according to the SLA assigned. This should include referral to other groups or individuals, increasing of severity (impact), and external alerts to other users and management via e-mail &
   - Calculate the downtime of service components (including related configuration items), according to Incident status and log a problem record if downtime is more than the agreed percentage.

n. **Data Migration:**
   - Migrate data, configuration, metadata and users from current systems (GLPi and Remedy) to the proposed solution.

o. **Automated Surveys:**
- Have built-in user surveys to get direct feedback and monitor user expectations &
- Link to any Armscor survey solution for rating and ad hoc surveys, if solution does not have an option for users to be able to complete surveys after a call was closed.

p. **CMDB:**
- A Configuration Management Database (CMDB) that would contain all ICT configuration items (CI). It shall also provide details about the important attributes of CIs and the relationships between them.

The following section briefly outlines the various ways in which the teams will interact with the solution in the form of processes, value chain diagrams and tables to fulfil the aforementioned requirements. However, the requirements are not limited to these paragraphs, as will be indicated in the diagrams below:

6.1.1. Manage Incidents and Request Process

As per figure 1, when ICT Service Desk receives a call, either incident or request, it is assigned to a technician after it has been declared valid and there was no positive outcome from first line support. After further investigation from the technician, it then follows the relevant sub-process as outlined in the diagram.

The moment a call is logged the requestor receives an email notification indicting when the call was logged, to whom it was assigned to, and any progress of the call. Either user or service desk agent (SDA) can log a call. All logged calls are to be directed to the service desk team before they are assigned.

As, this is start of multiple processes, various teams can be assigned to one call so the envisioned solution should allow different individual/ teams to handle one call, with regular updates. For example, when the call now is assigned to another individual, the call handling must be updated. The main call logged should be able to have sub-calls logged during the resolution of the main call, the sub-calls can be closed without necessarily closing the main call. The main call should not be closed while sub-calls are still not resolved. Each technician must have their own SLA clock from the time they receive the ticket, in cases were one ticket is handled by more than one technician.

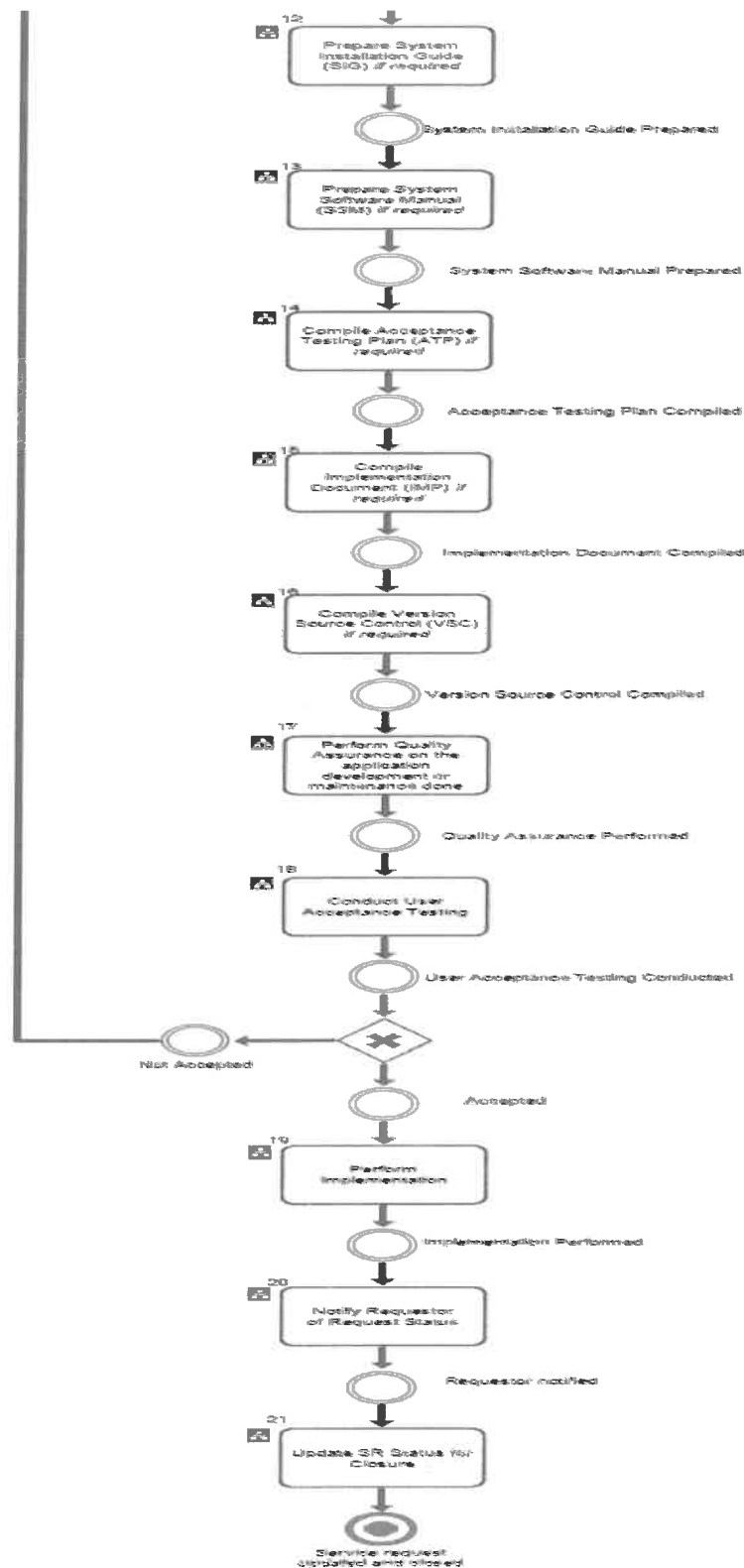### 6.1.2. Manage Application Development and Maintenance:
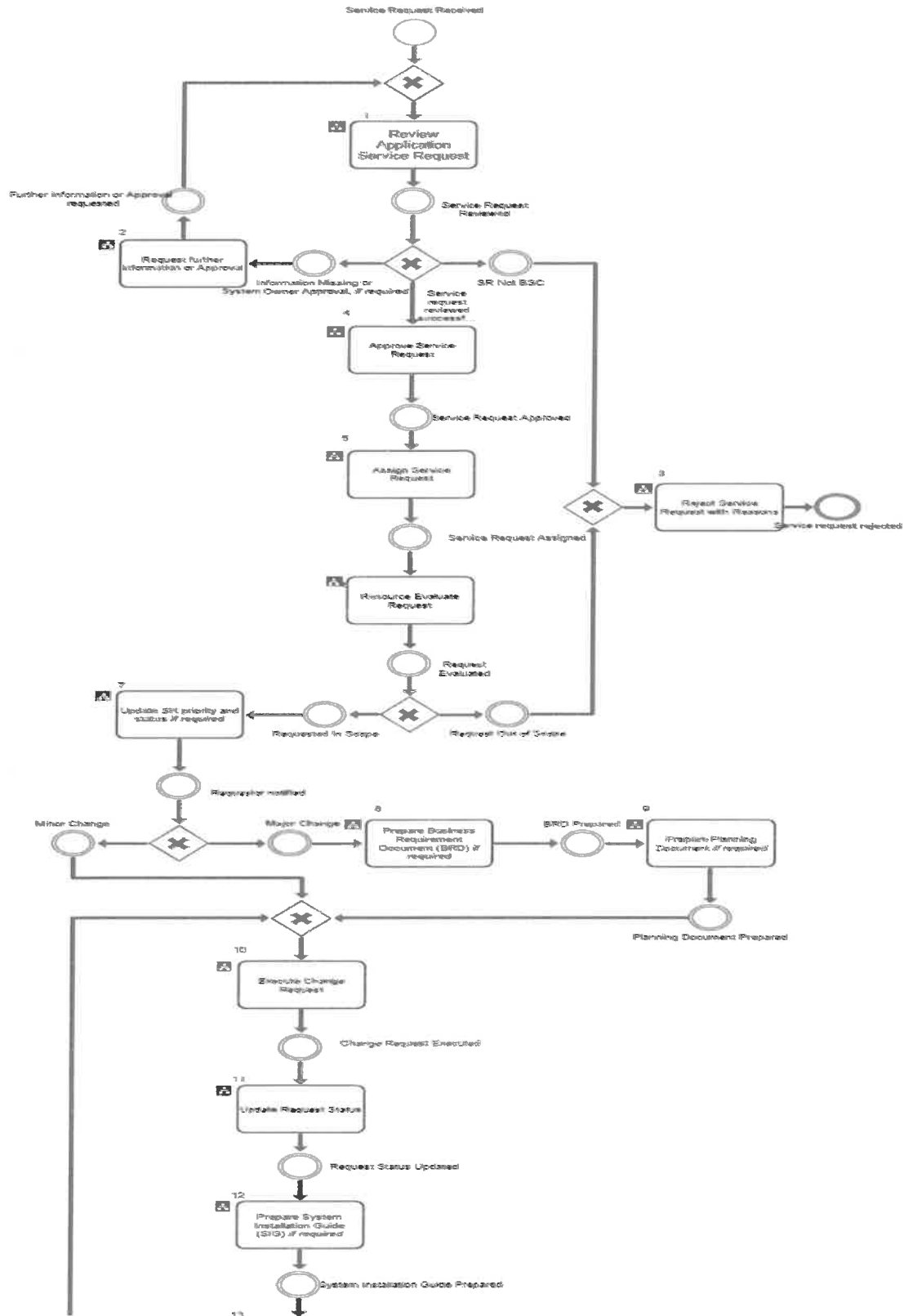
Figure 2: Armscor Applications Business Process

Figure 2 depicts the process followed by the Applications Team wherein a call received from ICT service Desk and the Applications Team Manager evaluates the service request. Should

the manager approve the service request it is assigned to the relevant developer, and follows the process as depicted. A communication email is generated for the user to know the progress of the request. This process handles all applications support requests for development or maintenance.
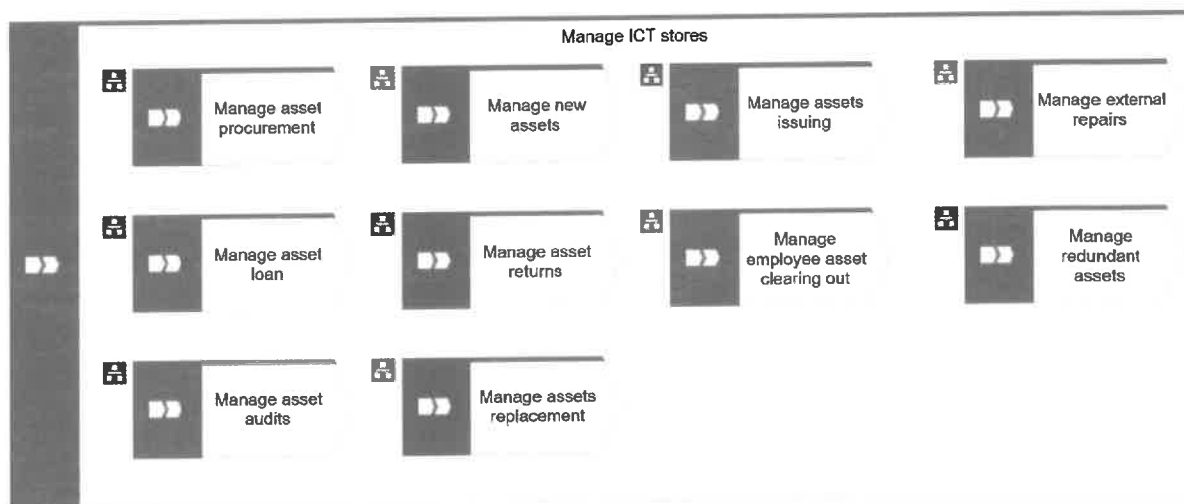
6.1.3. Manage ICT Stores (Assets Management):

Figure 3: Armscor ICT Stores Business Processes

Figure 3 is a value chain diagram of the different processes in the ICT Stores, specifically ICT Asset Management. These multiple processes are briefly explained below:

1. Manage Asset Procurement: When the ICT Stores Agent receives a procurement call, they initiate the manual SCM procurement process, during this time the solution should allow the option of keeping the call on hold until the requested asset has been delivered to Armscor Facilities Stores.

2. Manage new assets: The solution should the ability to configure new assets.

3. Manage Asset Issuing: Allows the issuing of assets to clients, therefore the planned solution ought to be able to verify asset availability. This assists in tracking the number of assets in store and available for use whilst seamlessly assigning assets to users. After assigning the assets, an automatic generation of the hardware issue form should be sent to the user. If the user is satisfied with the asset (s), sign the form to acknowledge the acceptance.

4. Manage External Repairs: The ICT Stores Agent receives a call for external repairs and a manual process of contacting a service provider for repairs would commence, until the results of the assessment are completed said would be on-hold.

5. Manage Asset Loan: Allows the request of asset to be given to a user as loan for a limited duration (pending the nature of the asset). When duration is approaching its limit or over, said asset should be flagged by the solution and a notification be sent to

Service Desk Manager and ICT Stores. Should an asset's return time be delayed, line managers should be alerted of this as an escalation.

6. Manage Asset Returns: When call is received, the assigned technician/ ICT stores agent would book the asset back to ICT Stores via the solution and update user assets within the system. An email notification, with a hardware issue form as an attachment, will be sent to the user and ICT stores (to confirm this booking).

7. Manage Employee Asset Clearing Out: The ICT Stores Agent receives a call to collect all of a user's assets when they departing from the organisation. An auto-generated hardware issue form will allow the agent to see all the assets under the user's profile.

8. Manage Redundant Assets: The solution should allow the generation of an asset redundant report.

9. Manage Asset Replacement: The solution ought to be able to generate a list of assets that have reached their end of life, whilst allowing verification of said assets by the manager. This assists in initiating the replacement/ procurement process.

6.1.4. Manage Security & Facilities Service Request (Armscor HQ & Dockyard):

Step	Actor	Activity Description	Data Elements	Business Rules
1.	User	Logs a call		a. The service desk must be able to receive service requests from users by telephone, email, web and physical contact b. The system must generate a unique reference number (Call ID) per logged call
2.	Service desk agent	Capture user details and open a call	a. Control number/ Employee number. b. Client's Initials and Surname. c. Client's current location d. Client's Division e. Client's Department. f. Client's Telephone number (manual over-ride). g. Client's email address h. Client's priority listing	a. User details must be populated with information from Active Directory b. User priority listing must be automatically determined from the position held by the user. c. Where the priority listing is P1, then the Senior Manager Divisional Manager (Site and Facilities Services) Infrastructure must receive an email notification of the call d. Data elements must be flexible to add or delete elements as and when necessary for various reporting purposes
3.	Service desk agent	Checks completeness of user details		

4.	Service desk agent	Capture call description and category type	1. Call category type
			  a. Purchasing
			  b. General
			  c. Management
			  d. Maintenance
			  e. Printing
			2. Call assigned to:
			  a. Allocated Resource
			  b. Team
				a. Call category type should be flexible i.e. it should be able to add and delete
				b. Allocated Resource(s) should be flexible i.e. it should be able to add and delete and

Step	Actor	Activity Description	Data Elements	Business Rules
			3. Call description 4. Call Source a. Requisition b. Workflow c. Telephone d. Physical contact	should be able to make selection c. Allocated Resource(s) should receive email notification that a call has been logged
5.	Service desk agent	Capture workflow information	1. Call start time 2. SLA Category a. Call category type b. SLA target date and/or time 3. Previous Allocated Resource 4. Service desk agent 5. Handling log 6. Status a. Assigned b. Work in progress c. Resolved d. On hold e. Closed	
6.	Service desk system	Issues job card		
7.	Service desk system / Section Head: IT (This applies to Dockyard)	Acknowledges receipt of notification and assigns call to Allocated Resource		Dockyard Section Head: IT filters logged calls
8.	Allocated Resource	Executes request	Continual update of handling log	a. Where the priority listing is P1, then the Senior Manager/ Divisional Manager (Infrastructure/ Site & Facilities)must receive an email notification of the call b. Call status must display 'Work in progress' c. When the call is updated or

Step	Actor	Activity Description	Data Elements	Business Rules
				reassigned, the client must be notified by email
9.	Allocated Resource	Resolves call	Call resolution log	When the call is resolved, the requester must receive notification
10.	Service desk system	Generates service rating requests, and completed by the user		a. Service ratings must be automatically returned to the service desk b. Open calls due to incomplete service rating by the user must automatically close after 7 days.
11.	Service desk manager or team leader	Updates the SLA category status		
12.	Service desk agent /Technician	Records the logged call resolution		
13.	Service desk agent	Closes resolved call		

Additional Security & Facilities (HQ) requirements:
- The employee data should be in line with CHRIS and the Active Directory to ensure that team leaders that are no longer in the organisation do not reflect in the solution, alongside recognition of any promotions or changing of offices.
- In addition to prioritisation, technicians should be able to prioritise job cards (calls) by themselves, with the approval of the Chief Technician. A drop-down comment section explaining the reasons for the re-prioritisation. However, after a period have the call escalated to the Chief Technician.
- Technicians should have access to their job cards for reporting purposes, on periodical instance e.g. daily/ monthly. Depicting the number of outstanding/ closed calls for performance review purposes.
- The solution should provide Facilities Technicians/ SDA the ability to input the status of calls to know which calls to prioritise, e.g. Minister's arrival related call.
- The solution ought to have an interactive interface for user friendliness.

7. Solution Overview

7.1. Required Business Environment (To-Be)

The following section depicts the main functions performed by the different stakeholders. As stated, these include but is not limited to Armscor ICT Service Desk, Applications Support, Security & Facilities (HQ & Dockyard).

A common requirement throughout the departments is the ability to log a call within the solution, assign the call, notify the requestor of the progress of call, close the call and allow the requestor to give feedback on the call via survey. After a certain period, allow the generation of reports for technicians/ engineers or managers for SLA purposes.

8. Security Requirements

The planned solution should be able to satisfy the following requirements:
   a. Access Control: The solution must integrate with Active Directory (AD), for access restriction purposes.
   b. Encryption Security: The solution should be able transmit data between the system server and clients securely.
   c. Password Security: The solution must ensure that passwords are encrypted, all the time.

9. Business Rules

The following business rules cater for all the various departments and should be in mind when configuring the planned solution:
   a. Each process, activity and status changes must have the date and time stamp recorded.
   b. Each call must have the currently assigned group or technician/ engineer resource's name, surname and control number and must maintain the history log of all assigned technicians/ engineers.
   c. Each call must have an SLA coupled to it.
   d. There must be an automated client rating survey request per solved call, should a client not give the solution may add a satisfactory (60%) rating.
   e. A call must be automatically set to one of the following statuses during the call resolution period:
      • New: To identify all newly created calls that have not been assigned.
      • Assigned: Immediately after assigning a logged call to a relevant group/ engineer/ technicians.
      • Work in progress: Once a technician/ engineer starts to work on a call.
   f. 'On hold' status is set under the following scenarios:
      • When a work around solution is given to the user subject to a permanent solution
      • Investigation and diagnosis for a logged call is underway.
      • Attempts to contact the user have failed.
      • Waiting for delivery of hardware and/or software
      • On-hold status ought to have a timeframe depending on the nature of the call.

- When the call is On-hold means, the SLA time is put on hold to accommodate the nature of the call. The time that the call is On-hold is excluded from the overall time it took to resolve the call.
- The team leader or relevant manager should manually adjust target resolution time.

g. 'Solved' status is set upon permanent resolution of a logged call by an assigned resource.

h. Closed' is set upon permanent closure of a logged call with the service desk.
- Only after the user's approval/ survey feedback can a call be closed.
- A call can only be closed once the user has completed the client survey. However, the call will automatically close after 3 days of been resolved
- The service desk manager must be able to force a call as closed, only on provision of an appropriated reason.

i. An automated email notification should be sent to the user, acknowledging receipt of a service request or incident.

j. An automated email reminder to resolve a call must be sent through to the relevant technician and team leader an hour before the expiry of the prescribed escalation time.

k. Unassigned calls must be assigned within the first hour or 10% of the SLA time, else be automatically escalated to the relevant manager as well as the service desk manager.

l. Calls exceeding prescribed resolution timelines should automatically escalated to the relevant manager as well as the service desk manager.

m. There must be notifications for 2 or more repetitive incidents, and the frequency thereof must be predefined by the solution of the affected environment.

n. The SLA time starts running from the time the call is logged and until it is solved or transferred to another division (i.e. SCM), excluding "pending time".

o. The service desk manager should be able to adjust target resolution times as and when necessary only on providing an appropriate reason.

p. SLA Categories must be as follows:
- Priority 1
  o Priority 1 - 95% of calls will be resolved within 2 hours (Head Office, Dockyard & IMT)
  o Priority 1 - 95% of calls will be resolved within 2 hours (Gerotek, PEH & Alkantpan)

- Priority 2
  o Priority 2 - 90% of calls will be resolved within 6 hours (Head Office, Dockyard & IMT)
  o Priority 2 - 90% of calls will be resolved within 6 hours (Gerotek, PEH & Alkantpan)
- Priority 3 as agreed with user.

q. The solution must have the capability to keep history of work done on a particular assets.

r. The solution must have the capability to keep track of reopened calls (with the same Call ID)

s. The SLA clock only runs during business hours. The solution should incorporate Armscor's (including Armscor remote sites) business hours with different calendars including, but not limited to half days to cater for proper SLA calculations.

10. Information Management Requirements

The following are ICT information requirements:

10.1. Reporting Business Rules

a. Each report must cater for the following search fields:
- Call ID
- Control number/ employee number
- Date/ Time

b. Each report must allow the user to filter the data displayed by:
- Call ID
- Call type
- Date/ Time
- Department
- Division
- Allocated resource
- System (for Application Support)
- Call Handling area
- Control number/ Employee number

c. For Applications Team, an outstanding requests report should be available with the following fields in mind, but not limited to:
- Per technician
- Per system
- Priority of the request
- Opening and closing date
- Description of the request

d. The report must cater for the ability to compare the current reporting period to the same period in the previous week, month and year

e. Historic data and comparisons must be catered for

f. Live dash-boarding to be catered for

10.2. Reporting Requirements

The envisioned solution should come with standard reporting, which should include but not limited to the following additional reports:

a. Calls per allocated resource
b. Count of open calls
c. Count of closed calls
d. Count of escalated calls
e. Count of reopened calls
f. Count of top 5 incidents
g. Count of all call status changes and respective actions
h. Count of unassigned calls with a maximum of 4 hours or 10% of the SLA time
i. Count of recurring calls
j. Count of resolved calls unconfirmed by users.
k. Average time to resolve calls
l. Total count of all calls

m. Generate trend analysis
n. Activity log of time spent on handling calls
o. Assets In stock
p. Decommissioned Assets
q. Calls per hardware device
r. All calls between a given time range
s. Bar graph and charts on calls exportable
t. Report on user satisfaction on delivery

11. Non Functional Requirements

11.1. Performance Requirements

The solution should support ITIL v4 based functionality and its best practices for Service Management and have IMAC capabilities. In addition, be able to cater for 1400 normal users from both on-site and off-site areas, namely Armscor HQ (Gauteng, Pretoria) & Remote Sites (Western Cape, Simon's Town) and 60 service teams' users. The solution needs to accommodate 100 concurrent users, which must be able to connect using either Internet Explorer, Microsoft Edge or Google Chrome for optimal experience with the solution.

11.2. Availability Requirements

The final product must be available to the users. Any time the system must be brought down during these times, users will be notified with [number of hours] of advanced notice. If a problem occurs that brings down the system without warning, the users will be notified as soon as possible. Whenever availability is interrupted, a notice will be sent when the system is again available.

12. Training Requirements

The following training requirements should be satisfied:

a) Training shall be provided for the ICT team (relevant stakeholders) and departmental/divisional representatives from other departments, in total 30 representatives of the different teams.
b) Technical training for the supporting team
c) Training documentation shall be provided

13. Maintenance and Support

See Appendix A for Service Level Requirements

APPENDIX A: SERVICE LEVEL REQUIREMENTS

1.1 PURPOSE

1.1.1 This Service Level Requirements (SLR) section will form part of the minimum Service Level Agreement (SLA) between Armscor and the Service Provider. The purpose of this section is to define and measure the services supplied by the Service Provider to Armscor for the duration of the contract.

1.1.2 This Service Level Requirement defines the following:

1.1.2.1 The roles and responsibilities of the parties in providing and managing the required solution and services;

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

1.1.3 The method of remedy framework for non-performance.

1.2 CHANGES TO SERVICES

1.2.1 Each party may propose changes to the scope, nature or time schedule of the services being performed under this Service Level Requirement. The parties will mutually agree to any proposed changes, including adjustments to fees and expenses as a result of any changes to the services rendered under this Requirement. All changes are subject to the following change control procedures:

1.2.1.1 Request is logged at the Service Provider's Helpdesk or with the Customer Account Manager.

1.2.1.2 Change request is signed off by authorised technical contact

1.2.1.3 Revise schedule to include changes to the schedule of services

1.2.1.4 Armscor to acknowledge acceptance and approval of the changes

1.3 EFFECTIVE DATE AND DURATION

1.3.1 The SLA and systems maintenance portion of the contract will be effective upon the implementation date of the Service Desk Management Solution and will run for period of 5 years.

1.3.2 There will be no automatic renewal of said SLA.

1.4 SERVICE COVER PERIOD

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

1.4.2 The SCP for this SLR is 8 business hours x 5 business days.

1.5 SERVICE LEVEL METRICS

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

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

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

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

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

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

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

1.5.7 The service provider undertakes to respond and resolve incidences according to the following priority matrix:

    1.5.7.1 Priority 1: 2 hours to respond 8 hours MADT per month.

    1.5.7.2 Priority 2: 2 hours to respond 12 hours to MADT per month.

    1.5.7.3 Priority 3: 4 hours to respond 24 hours to MADT per month.

1.5.8 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.

1.6 CONTACT CENTRE

1.6.1 The Service Provider is to provide a Contact Centre that is reachable 8 business hours x 5 business days, for Incident logging.

1.7 SCOPE OF THE SLA

The following service ought to be supplied by the Service Provider to Armscor for the duration of the contract.

Service	Monitoring & Management	Reporting	Hardware Maintenance	Time to Repair Commitments
Software maintenance and support	Re-active	Incident reporting	No	Yes

1.8 GENERAL SUPPORT

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

    1.8.1.1 Initial fault finding, troubleshooting and error checking

    1.8.1.2 Health and performance reporting

    1.8.1.3 Configuration changes

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

1.8.3 In the event that the issue cannot be resolved at 2nd line support the Service Provider shall provide or arrange for on-site 3rd line support.

1.8.4 For a 3rd line support call the Service Provider is to arrange a convenient date and time to come on site to provide the necessary support.

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

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

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

1.8.8 Ad hoc time and material support will only commence once agreed upon with Armscor and an official Armscor work authorization has been issued.

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

1.8.10 The following exclusions apply:

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

1.8.10.2 Replacement of parts and/or services to repair damage caused or resulting from neglect, misuse or transportation of the part/s of or by a party other than the service provider, water damage, or modification of the equipment not approved, authorised or directed by the service provider

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

1.8.10.4 Assistance with business application support that is not covered in this SLR.

1.8.10.5 Assistance with technical faults not related to Service Provider's services.

1.8.10.6 New installations outside of the scope of this agreement.

1.8.10.7 Assisting with technical aspects of Armscor's infrastructure that is not related to Service Provider's service or product.

1.8.10.8 Ad hoc project work outside of the scope of this agreement.

1.9 INCIDENT MANAGEMENT

1.9.1 Armscor will log a call at the Service Provider call desk

1.9.1.1 Authorized person logging the call

1.9.1.2 Serial number of the kit/make model

1.9.1.3 Fault description which includes the error report from the appliance

1.9.1.4 Contact details confirmed

1.9.2 The Service Provider shall provide Armscor with a call reference number and escalate the call to ensure adherence to the SLA.

1.9.3 The resolution of incidents and service requests shall be managed through the Service Provider call centre.

1.9.4 Co-ordinate resolution

1.9.4.1 The service provider call centre shall assign each request or incident to the appropriate resolver group.

1.9.4.2 The resolver group shall be responsible to resolve the incident or execute the requested services and to notify the service provider call centre with regard to progress

1.9.4.3 The service provider call centre shall notify the requestor with regard to progress on a regular basis.

1.9.5 Controlling

1.9.5.1 Both parties shall make every reasonable effort to ensure people, processes and technology are efficiently deployed and have the functionality to deliver

and report on the services requested.

1.9.5.2 The service provider call centre shall measure and record the resolution time, the nature of resolution of incidents or service requests and report performance on all incidents logged.

1.9.5.3 Calls not logged via the service provider call centre shall be excluded from any SLA.

1.9.5.4 The Mean Time to Respond and Resolve starts when the call is logged with the service provider call centre. The call timer is stopped, outside of Service Hours and continues at the start of the following business day.

1.9.5.5 Service levels will not apply to IT Equipment, services or other assets not under the control or management of the service provider and is not detailed or listed on the equipment schedules relevant to this SLR.

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

1.9.6 Escalation

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

   1.9.6.1.1 Help Desk (2 hours response time)

   1.9.6.1.2 Account Manager (4 hours response time)

   1.9.6.1.3 Director (Next business day response time)

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

   1.9.6.2.1 Contact the helpdesk with the reference number and request that the call be escalated.

   1.9.6.2.2 If for whatever reason Armscor feels, this to be inappropriate, Armscor can contact the Account Manager directly instead.

1.10 SLA MEETING AND REPORTING

1.10.1 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:

   1.10.1.1 Review current running configuration

   1.10.1.2 Review devices' status

   1.10.1.3 Review devices' log files

   1.10.1.4 Highlight unexpected log messages and perceived anomalies

   1.10.1.5 Further investigate events which may be negatively affecting optimization performance

1.10.1.6 Add finding to issues list

1.10.1.7 Compare configuration against Armscor Architectural standard

1.10.1.8 Review QoS policies

1.10.1.9 List all discrepancies in issues list

1.10.1.10 Provide a report covering unhealthy devices and recommendations in order to rectify the identified issues.

1.10.2 Service Review Meetings will be held at the request of Armscor on a monthly basis remotely or at the Armscor's offices. The issues to be covered will include the following:

1.10.2.1 Service performance levels.

1.10.2.2 Support performance levels

1.10.2.3 System issues

1.10.2.4 Compensation issues

1.10.2.5 Administrative issues

1.10.2.6 Security issues

1.10.2.7 Changes proposed

1.11 NON SLR SERVICES

1.11.1 All services requested by the Armscor and falling outside the Scope of this Agreement shall follow the following procedure:

1.11.1.1 A request may be sent by Armscor through the ticket system (by Armscor management only).

1.11.1.2 The Service Provider will notify Armscor of the fact that the service requested falls outside the scope of the standard services covered by this SLR and provide Armscor with the extraneous costs applicable to the delivery of such non-standard services.

1.11.2 Armscor shall elect whether to proceed with the non-standard services.

1.11.2.1 All additional matters pertaining to such non-standard services such as timeframes and Service Provider requirements shall be as agreed by Service Provider and the Armscor from time to time;

1.11.2.2 Service Provider is under no obligation to provide the Armscor with the non-standard services requested from Service Provider

1.12 ARMSCOR'S DUTIES AND RESPONSIBILITIES

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

1.12.2 ARMSCOR shall ensure that Service Provider is kept up to date on the location of the equipment subject to service under this agreement.

1.12.3 Training on specialised systems, software, equipment or tasks: Armscor will ensure that

all Armscor personnel who work on the systems, software, equipment or tasks relevant to SERVICE PROVIDER services are adequately qualified and have received suitable training.

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

1.12.5 System requirements and recommended hardware: The systems requirements and recommended hardware for the provisioning of the SERVICE PROVIDER services is the responsibility of Armscor.

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

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

1.13 WARRANTIES AND REMEDIES

1.13.1 Quality of Service: The Service Provider warrants that the services will be performed in a professional and workmanlike manner consistent with industry standards reasonably applicable to such services. If Armscor considers that a breach of warranty has occurred, and notifies the Service Provider in writing, stating the nature of the breach then the Service Provider will be required to urgently correct any affected services to ensure compliance with the warranty. The Service Provider shall not assume responsibility for diminished quality of Service related to the hardware used by Armscor. The Service Provider shall endeavour to inform Armscor of preferable hardware.

1.13.2 Remedies for breaches: In the event of any defective performance from Service Provider or failure to furnish the agreed level of service, the Service Provider will make reasonable efforts to restore the levels of service on an urgent basis. If any penalties and refunds are payable in the event of defective service, the amount claimable shall not exceed the professional fee amount applicable for the month(s) in which defective service was rendered by the Service Provider.

1.14 GENERAL

1.14.1 Assignment: Neither Party may assign or otherwise transfer the Agreement without the prior written consent of the other Party.

1.14.2 Severability: The provisions of this Agreement are severable and the unenforceability of

one of the provisions shall not affect the enforceability of the other provisions.

1.14.3 Confidentiality: Both parties agree to hold information and material of the disclosing party in strictest confidence, not to make use thereof other than for the performance under this Agreement, to release it only to authorised employees reasonably requiring the information and not to release or disclose it to any other party, unless so required by law.

1.15 NON PERFORMANCE

Should the service provider not be able to achieve the metrics as set out in the SLA, they will be in default of the agreement and remedied according to Armscor's Contract Conditions.

APPENDIX B: STATEMENT OF WORK (SOW) FOR THE SERVICE DESK MANAGEMENT SOLUTION (INFORMATION TECHNOLOGY SERVICE MANAGEMENT SOLUTION)

The table below outlines the statement of work to be followed, however not limited to the listed items:

SCOPE	INPUTS	ACTIVITIES	OUTPUTS	DELIVERABLES	ACCEPTANCE

Planning	• Business Requirements Specification (BRS)
	• Agreement/ Contract
		• Conduct Project Kick-off meeting
		• Develop Project Management Plan which will include:
		  o Risk Management Plan
		  o Communication Plan
		  o Change Management Plan
		  o Resource Management Plan
			• Project Management Plan
			• Project Schedule
			• Project Scope
				• Signed Project Management Plan
				• Approved Project schedule
					• Certificate of Conformance

Discovery & Analysis	• Project Management Plan • Architecture Review Specifications • Project Scope	• Layout the architectural specifications of the solution. • Build User Stories	• Product Backlog • System Architecture Document	• Approved System Architecture Document • Approved Product Backlog • Approved Testing Management Plan	Certificate of Conformance

SCOPE	INPUTS	ACTIVITIES	OUTPUTS	DELIVERABLES	ACCEPTANCE
				• Approved Training Management Plan	
Design, Build & Test	• Business requirements specifications • Product Backlog	• Develop and test the solution • Compile CAB form for UAT deployment • Conduct Demonstrations and Reviews • Compile system manual • Compile test cases (i.e. Acceptance Testing Procedure (ATP)) • Conduct User Acceptance Testing (UAT)	• CAB form for UAT deployment • Operational solution deployed to UAT environment • Working Solution	• Approved CAB form (UAT) • Operational solution in UAT • User signed ATPs • Approved Functional Test report	• Certificate of Conformance • ATP • K225 – Issued by Armscor
Data Migration	• Functional Requirements Specifications	• Analyze and profile data in the source systems • Develop data migration requirements • Map legacy system data to source data • Perform gap analysis between source and target • Perform data cleansing and enhancement	• Data reconciliation/quality reports • Data migration strategy and plan • Data migration close out documentation	• Approved data reconciliation / quality reports • Approved data migration strategy and plan	• Certificate of Conformance • ATP • K225 – Issued by Armscor

SCOPE	INPUTS	ACTIVITIES	OUTPUTS	DELIVERABLES	ACCEPTANCE
		✓ Perform data migration			
Training & Evaluation	• Operational solution Training Management Plan	• Provide training for employees in the following roles: ✓ System Administrators ✓ Super users • End - Users	• Training attendance register	• Training report • Training attendance register	• Certificate of Conformance
Go-Live/ Implementation	Successfully tested VC solution in UAT environment (signed ATPs)	• Compile CAB form for production deployment • System deployed to production environment Develop Service Level Agreement (SLA)	• CAB form for production deployment • Operational solution in live environment • SLA	• Approved CAB form (Prod) • Fully operational VC solution in production environment • Signed SLA • Project Close Out Reports	• K225 • Certificate of conformance
Project Monitoring And Evaluation	• Project Management Plan	• Develop Project Status Report • Update Project Management Documentations	• Project Status Reports • Minutes of Meeting	• Not applicable	• Not applicable

NB: Project implementation approach will be based on standard project management life-cycle methodologies.

Armscor prefers an Agile project implementation methodology, however the service provider is to propose a suitable methodology.

RETURNABLE: APPENDIX C

SAMPLE WORDING FOR THE REFERENCE LETTER

This letter serves to confirm that the entity mentioned herein below:

Bidding Entity: _____

Has successfully implemented and supported the Service Desk Management Solution (Information Technology Service Management Solution) to the entity mentioned herein below:

Client Providing the Reference: _____

Details of the Project where the bidding entity implemented and supported the Service Desk Management Solution (Information Technology Service Management Solution):

Name of the Service Desk Management Solution

(Information Technology Service Management)

implemented and supported   : _____

Start date   : _____

End date / status of
completion of the project   : _____

Name, Surname & Contact Details of Person Duly Authorised to Provide this Reference on behalf of the Client:

Name & Surname   : _____

Position   : _____

Contact numbers   : _____

Email Address   : _____

Date   : _____

Signature   : _____

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: ☐

4   The delivery period shall be fixed

       ....

       ....

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

5   Foreign content:

       5.1   What amount in foreign currency must be remitted overseas?   ....

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

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

6   Statutory costs:

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

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

            a)   Customs duty?   ....

            b)   Ad valorem customs duty?   ....

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 REQUIREMENTS IN TERMS OF THE 2019 DEFENCE SECTOR CODE

1.1 Bidders, excluding exempted entities, must comply with a minimum black equity ownership target of 35%) in line with the Defence Sector Code, where applicable.

1.2 Mandatory requirements in terms of the defence sector code are applicable to all Department of Defence/Armscor requirements and all entities as envisaged in the Defence Sector Code.

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

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2. PREFERENCE POINTS FOR BROAD-BASED BLACK ECONOMIC EMPOWERMENT

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

2.2 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)

2.3 Preference points for this bid shall be awarded for:

Price **80**

Specific Goals **20**

Total points for Price and B-BBEE must not exceed **100**

2.4 Bidders who do not submit a valid proof of B-BBEE status will score zero (0) for preference points.

3. ALLOCATION OF PREFERENCE POINTS FOR SPECIFIC GOALS

3.1 B-BBEE Status Level

3.1.1 The preference points for specific goals will be allocated according to the table below, for acquisition of services, works or goods with a value of up to R50 000 000, 00. B-BBEE Points claimed must be in accordance with the table below and must be substantiated by means of a valid proof of B-BBEE.

(Specific Goals) 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

3.1.2 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).

3.2.1   The preference points that may be awarded in terms of the specific goals with regards to procurement processes where local content & production is applicable shall be as follows:

No	Specific Goals for Procurement from Entities with local manufacturing capabilities for designated sectors	Points for 80/20 PPS*
Designated Sectors		
1	Full compliance to the applicable minimum threshold for local content	**10 points**
2	Non-compliance to the applicable minimum threshold for local content	**0 points**
RDP Programme: Promotion of South African Owned Enterprises		
1	Entities which are BBBEE Level 1 with 51% black equity ownership	10 points
2	Entities which are BBBEE Level 2 with 51% black equity ownership	9 points
Maximum Points Available Per PPS*		**20 points**

*PPS stands for Preferential Point System

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

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

3.2.2   Specific Goals For Locality
The preference points that may be awarded in terms of the specific goals with regards to Procurement from Entities Located in Specific Province, Region or Municipality are as follows:

No	Specific Goals for Procurement from Entities Located in Specific Province, Region or Municipality	Points for 80/20 PPS
RDP Programme: Locality		
1	Entities located within the specific locality	10 points
2	Entities located outside the specific locality	0 points
RDP Programme: Promotion of South African Owned Enterprises		
1	Entities which are BBBEE Level 1 with 51% black equity ownership	10 points
2	Entities which are BBBEE Level 2 with 51% black equity ownership	9 points
Maximum Points Available Per PPS*		20 points

4. PRINCIPLES

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

4.1.1 A B-BBEE Sworn Affidavit fully completed and

4.1.1.1 Deposed and signed in the presence of the Commissioner of Oaths

4.1.1.2 Does not contradict itself (% black ownership matches compliance level)

4.1.1.3 Commissioner of Oaths credentials and signature are reflected.

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

4.1.3 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.

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

4.2 Sub-Contracting

4.2.1 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.

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

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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 : ....

Bid No: EICT/2023/01

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

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

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

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

....
Signature   Date

....
Position   Name of bidder

---

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

DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	

Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –
	
	(a) who are citizens of the Republic of South Africa by birth or descent; or
	(b) who became citizens of the Republic of South Africa by naturalisation-
	  i. before 27 April 1994; or
	  ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

Definition of "Black Designated Groups	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

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

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

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

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

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

DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

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

Issued in terms of the Defence Sector Code (Gazette 42391 - 12 April 2019)

3. I hereby declare under Oath that:

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

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R5,000,000.00 (Five Million Rands) to R50,000,000.00 (Fifty Million Rands)
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

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

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

Issued in terms of the Defence Sector Code (Gazette 42391 - 12 April 2019)

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.

Bid No: EICT/2023/01

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 202, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ....

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

DATE: ....

-1-

**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   The contractual milestone or item, which when completed, will define the
Milestone/Item   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   Yes   No
scope of work?

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   Yes   No
work?

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: ....

....

....