



## INVITATION TO BID

**BID NUMBER: R&D/ALK-2025/009**

**BID DESCRIPTION: THE PURCHASE, REMOVAL AND DESTRUCTION OF SCRAP MATERIAL AT ALKANTPAN TEST RANGE**

### EXPECTED TIMEFRAME

BID PROCESS	EXPECTED DATES
Bid Issue Date	28 JANUARY 2026
Viewing Time slots	06 February 2026, 09h00 - 12h00 and 13h00 – 14h00, no further viewing will be conducted after this date
Bidders will have an opportunity to view lots of the scrap metal on site at the following address	ALKANTPAN TEST RANGE, COPPERTON, PRIESKA, NORTHERN CAPE, 8940
Bid Closing Date	26 FEBRUARY 2026

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<b>BID SPECIFICATION (RFB):</b>	

### **PROPRIETARY INFORMATION**

- For bids only advertised on Armscor Website, bid documents may ONLY be obtained from the Armscor Supply Chain Management Department.
- Bid documents obtained from Armscor may NOT be given to a third party.
- Bid proposals received from companies whose bid documents were NOT obtained from Armscor will NOT be considered.
- A-STD-0020: Armscor General Conditions of Contract;
- A-WI-014: Armscor Security Instruction;
- A-GUID-1003: Industry Guide for Defining the Scope of Work.

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

*Kindly register on the National Treasury's Central Supplier Database (CSD) via [www.csd.gov.za](http://www.csd.gov.za)*

## RETURNABLE DOCUMENTS CHECKLIST

### 1. RFB RETURNABLES

- 1.1 Bidders shall submit the returnable documents together with the Bid on or before the closing time and date of the Bid.
- 1.2 Administrative documents
- 1.2.1 Armscor reserves the right to request the administrative returnable documents after the closing time and date in instances where the bidder has not returned the administrative returnable documents. Please note that Armscor is under no obligation to request such documents or information, if information is requested and not provided in terms of legislative requirements.
- 1.2.2 Bidders must submit the following administrative returnable documents together with the bid.

No.	Administrative Returnable Documents
1	KD17: BID CONDITIONS ACCEPTANCE FORM.
2	Valid proof of BBBEE status for the bidder and its sub-contractor(s).
4	KD 26: BIDDER'S DISCLOSURE.
5	Central Supplier Database Report.

- 1.2.3 Armscor reserves the right to verify all information submitted with the bid.

*Kindly note that any misrepresentations of facts will lead to disqualification of bid and also further steps be taken to recover the loss where applicable and list the company and its directors in the list of restricted bidders from doing business with the State with National Treasury,*

### 2. MANDATORY RETURNABLE DOCUMENTS

- 2.1 Bidders must return the mandatory documents together with the bid. Failure to submit mandatory documents will result in disqualification from further evaluation.

No.	Mandatory Returnable Documents
1	Refer to the Bid specification document.
2	Mandatory Evaluation Documents
3	Functional Evaluation Documents if applicable

### **3. EVALUATION RETURNABLE DOCUMENTS**

- 3.1.** Bidders must return the evaluation returnable documents together with the bid. Failure to submit the evaluation returnable documents will result in forfeiting points as provided in the evaluation and may not necessarily result in disqualification from further evaluation.

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

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

# ARMAMENTS CORPORATION OF SOUTH AFRICA SOC LTD

## (ARMSCOR)

Company registration: 1968/008611/06 Vat registration: 4620206500

**RFB NO: R&D/ALK-2025/009**

### **1. INSTRUCTIONS ON SUBMISSION OF BIDS**

- 1.1 Bid Closing at **11:00 am on 2026 February 26** (SOUTH AFRICAN TIME)
- 1.2 Bids must be submitted in a sealed envelope(s) marked with bid reference number, bidder name and closing date. Original plus a copy and USB copy
- 1.3 The sealed envelope(s) 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 or bids that are incorrectly labelled.*

- 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 **abtenders@armscor.co.za**. Questions/enquiries relating to this RFB should be received five (5) working days prior to the closing date. Queries

received after this period will not be considered

### 3. BID VALIDITY PERIOD

3.1 Bid proposals to remain valid for acceptance for a period of **90 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](http://www.armscor.co.za).

### BID AWARD RESULTS

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

### 4. OBJECTIVE CRITERIA

4.1 Armscor will not award the bid or order to any bidder based on the proven poor record or poor performance of the bidder in previous projects within the Armscor.

4.2 Armscor will not award order/s or contract/s to the bidders who are blacklisted or restricted or have committed other acts of fraud and misrepresentation of facts e.g., tax compliance, company financials, etc. will be eliminated from the bid process.

4.3 Armscor reserve the right not to award this bid to any bidder who fails the financial stability assessment.

4.4 Armscor reserves the right to award the bid in part or in full.

4.5 Armscor reserves the right to disregard bids that are abnormally low prices compared to the market.

## 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	
Primary email address	
Alternative 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, 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, 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	
<b>Subcontractor Details:</b>	
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	
<b>NB:</b> 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, 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.	
<b>Other:</b>	
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	
<b>NB:</b> 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, supply ID document for local and if foreigner supply passport number or identification as applicable in that country.	
Latest copies of all share certificates, in case of a company or any other form of a legal entity.	
Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.	

**Declaration:**

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

.....  
Name.....  
ID number

**BID CONDITIONS ACCEPTANCE FORM**

Bidders shall complete and sign this bid conditions acceptance form

I/We hereby offer to supply all or some of the supplies and/or services described in the Pricing Schedule and /or attached documents on the terms and conditions and in accordance with the conditions set out in A-STD-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

.....  
Signature

.....  
Date

.....  
Name in block letters

.....  
Capacity

## SUPPLIER REGISTRATION

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

For more information on security registration contact: -

**The Security Registration**

**Private Bag X337**

**PRETORIA**

**0001**

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

## ALL BIDDERS SHALL COMPLY WITH THE FOLLOWING:

1. The pages of the KD17 document are numbered from one, and the final page bears the words "and last". Bidders should check the numbers of the pages 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 (KD18).

**4. Security**

- 4.1. Classified bids are to be handled in the manner set out in Armscor's Security Instruction, document number A-WI-014, copies of which are obtainable on request from the Contractor Security Section, P O Box 411, Pretoria, 0001.
- 4.2. Attention is drawn particularly to the procedure set out in chapter 4 of the manual, which is to be complied with when forwarding classified documents.

**5. Advance payments**

Bidders shall furnish the price without advance payment.

**6. Performance Guarantee**

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

**7. Commissions**

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

**8. Compliance with Arms Control and Non-Proliferation requirements**

Any bidder responding to this Request for Proposal (RFP) shall comply with the following when dealing with defence matériel:

- 8.1 All relevant South African legislation, including, but not restricted to, the following:
  - a) National Conventional Arms Control Act, Act No. 41 of 2002, and its implementing Regulations; and
  - b) Non-proliferation of Weapons of Mass Destruction Act, Act No. 87 of 1993, as amended, and its implementing Regulations.
- 8.2 Defence export legislation of supplier countries, i.e. countries from which defence matériel is exported to South Africa as well as countries of origin of the matériel.
- 8.3 It is the responsibility of the bidder to, when applicable, register with the Directorate Conventional Arms Control (DCAC), Defence Secretariat, in terms of section 13 of the National Conventional Arms Control Act and with the South African Council for the Non-Proliferation of Weapons of Mass Destruction Act.
- 8.4 If a contract with Armscor is being entered into, the Contractor shall comply with arms control and non-proliferation requirements as prescribed by the contract-

**9. Submission of a NCACC Permit**

9.1 In terms of the National Conventional Arms Control Act (Act No 41 of 2002, Chapter II, section 13), no person may trade in conventional arms, unless that person is:

- Registered with the National Conventional Arms Control Committee (NCACC).
- Is in possession of a permit authorised by the NCACC and issued by the Directorate Conventional Arms Control (DCAC).

**NOTE: Local bidders who trade in Conventional Arms as set out above are required to submit a certified copy of a valid NCACC permit when submitting a bid.**

**10. Tax Compliance**

The conditions detailed in the Instruction for Application for Tax Compliance (KD 25) must be adhered to. Armscor Suppliers /Bidders must remain tax compliant for the duration of their contracts.

**11. Defence Industrial Participation and National Industrial Participation**

11.1 The DIP value threshold of foreign content is based on: Any single agreement of which the foreign content exceeds USD 2 million; Multiple main agreements concluded within two years of each other, within the framework of a specific project or across different projects, for same and or similar products or services, awarded to the same Seller of which the aggregate value of the foreign content exceeds USD 2 million; Extensions or amendments to the main agreement within the active life of the agreement, which result in the aggregate foreign content value of the project exceeding USD 2 million; Where multiple suppliers are used to address a single Defence Acquisition for the same products or services and the value of the foreign content, in total, exceeds USD 2 million, each supplier shall incur pro rata 50% of the total DIP obligation.

11.2 Where a contract to the value of the equivalent of USD10 000 000 or more, is placed on a foreign company, a minimum of 30 % National Industrial Participation (NIP) shall be part of the foreign company's contractual obligations, in addition to the 50 % DIP. This condition is also applicable to all contracts placed on a local company, subcontracting a single foreign company to the aforesaid value or more.

**12. Local production and content for designated sectors**

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

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

will be considered.

### 13. Awarding of Bids

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

The applicable points are:

<b>Price (Pp):</b>	<b>80 Points</b>
<b>Specific Goals:</b>	<b>20 Points</b>
<b>Total:</b>	<b>100 Points</b>

The following formula must be used to calculate the points in respect of a bid up to a rand value of R 50 000 000, 00 (all applicable taxes included).

A maximum of 80 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.

### 14. Armscor reserves the right to:

- 14.1 not evaluate and award bids that do not comply strictly with this bid document.
- 14.2 make a selection solely on the information received in the bid and enter into negotiations with one or more of preferred bidder(s) based on the criteria specified in the evaluation of this bid.
- 14.3 contact any Bidder during the evaluation process, in order to clarify any information, without informing any other Bidders. During the evaluation process, no change in the content of the submitted bid shall be sought, offered or permitted.
- 14.4 award a contract to one or more Bidder(s).
- 14.5 accept any bid in part or full.
- 14.6 cancel this bid or any part thereof when necessary.

Should Bidder(s) be selected for further negotiations, they will be chosen on the basis of the greatest benefit to Armscor and not necessarily on the basis of the lowest costs

KD17

BID NUMBER : R&amp;D/ALK-2025/009

CLOSING AT 11:00 ON : 26 February 2026

VALIDITY PERIOD: 90 DAYS

NAME OF BIDDER :

9.1.

Lot no	Description	Weight / item (Kg)	Estimated Qty	Total estimated weight (Kg)	NCAC regulations applicability
ATL01	<b>Copper Brass</b>				
	Copper Brass	5	800	4000	Yes
ATL 02	<b>Mixed Aluminum</b>				
	Base Bleed	1,1	800	880	No
	Casings	2	600	1200	No
	Tail Fins and Casings	0,4	500	200	No
ATL 03	<b>Unprocessed Steel</b>				
	155mm body	40,9	300	12 270	No
	Lifting Plug	1,3	800	1040	No
	Box 7810	6,4	150	960	No
	120mm body	12,8	50	640	No
	81mm Body	3,6	50	180	No
	60mm Body	1,7	50	85	No
	Base Bleed	2	700	1400	No
	155mm steel container	13,8	100	1380	No
	40mm Body	0,4	100	40	No
	Steel Strapping	0,3	1000	300	No
	Boat Tail	4	20	80	No
	Various Steel rounds	0,9	200	180	No
	40mm Steel container	1,5	300	450	No
	<b>Slug (Steel)</b>				
ATL 04	Slug Steel	40,3	300	12 090	No

Table 1: Tender Lot

## OFFER PARTICULARS

Lot no	Description	Total estimated weight (Kg)	Total offer price
ATL01	<b>Copper Brass</b>		
	Copper Brass	4000	
ATL 02	<b>Mixed Aluminum</b>		
	Base Bleed	880	
	Casings	1200	
	Tail Fins and Casings	200	
ATL 03	<b>Unprocessed Steel</b>		
	155mm body	12 270	
	Lifting Plug	1040	
	Box 7810	960	
	120mm body	640	
	81mm Body	180	
	60mm Body	85	
	Base Bleed	1400	
	155mm steel container	1380	
	40mm Body	40	
	Steel Strapping	300	
	Boat Tail	80	
	Various Steel rounds	180	
	40mm Steel container	450	
ATL 04	<b>Slug (Steel)</b>		
	Slug Steel	12 090	

1. Delivery address: Alkantpan Test Range, Copperton, Northern Cape
2. \* Period required for commencement of delivery, after receipt of order: 14 Working days
3. \* Rate of delivery: Over 3 (Three) Year Duration.
4. \* Period required for completion of order, after receipt thereof: .....

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



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## **BID SPECIFICATION FOR THE PURCHASE, REMOVAL AND DESTRUCTION OF SCRAP MATERIAL AT ALKANTPAN TEST RANGE**

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**SUMMARY:** THIS DOCUMENT CONTAINS THE BID SPECIFICATION FOR THE PURCHASING, REMOVAL AND DESTRUCTION OF SCRAP MATERIAL AT ALKANTPAN TEST RANGE



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## 1 INTRODUCTION

Alkantpan Test Range (hereinafter referred to as Alkantpan), a Division of Armscor State Owned Company (SOC) Ltd, is seeking to appoint a suitable scrap material contractor (herein referred to as Bidder) to dispose of redundant materials emanating from its maintenance, repair, and ammunition test environment. To ensure a transparent and competitive process, Alkantpan needs to issue a Request for Bid (RFB) to identify a reliable and efficient Bidder for this purpose.

## 2 BACKGROUND

Alkantpan generates scrap materials from its maintenance, repair, and ammunition test activities, which require regular disposal to maintain a safe and efficient working environment. The organization is committed to disposing of these materials in a responsible and environmentally friendly manner, while also seeking to maximize returns from the sale of scrap materials. Through this RFB process, Alkantpan aims to identify a suitable contractor who can provide a comprehensive scrap material disposal service that meets its needs and requirements.

## 3 AIM/OBJECTIVES

The aim of this Bid Specification is to appoint a competent scrap material contractor who can safely and efficiently dispose of Alkantpan's scrap materials, while ensuring compliance with relevant regulations and maximizing returns for the organization.

## 4 SPECIFIC GOALS

- 4.1. The Preferential Procurement Policy Framework (Act No.5 of 2000) as amended is applicable to this bid.
- 4.2. The preference points that will be awarded in terms of the specific goals are as indicated in the table below.

**Table 7: Specific Goals for Income Generation, Disposal or Leasing of Assets**

No	Specific Goals for Income Generation, Disposal or Leasing of Assets	Points for 80/20 PPS
1	Entities which are BBBEE Level 1	20 points
2	Entities which are BBBEE Level 2	18 points
3	Entities which are BBBEE Level 3	16 points
4	Entities which are BBBEE Level 4	14 points
<b>Total Points Per PPS</b>		<b>20 points</b>

Table 1: Specific Goals



4.3. The Bidder shall submit with the Bid documents the BEE certificate (BBBEE certificate issued by a SANAS accredited verification agency), CIPC, BBBEE certificate and or completed BBBEE Sworn affidavit as a proof of compliance to claim preference points. If the Bidder is an unincorporated Joint Venture (JV) or Consortium, the Bidder shall submit with the Bid, a consolidated proof of B-BBEE status.

4.4. A bidder that fails to submit the Specific Goal: BBBEE Level criterion, as stipulated above, will score zero on preference points.

4.5. It should be noted that specific goals shall be taken into consideration for evaluation of bids.

\*EME: Exempted Micro Enterprise

\*QSE: Qualifying Small Enterprise

## 5 MANDATORY CRITERIA

5.1. The bidder who submits a bid must attach a valid registration with NCACC with the bid. Submission of a third-party NCACC registration certificate shall render the bid null and void.

### Compliance Evidence

5.2. Failure by the bidder to comply with the mandatory criteria and to submit a valid NCACC registration document will render the bid null and void.

5.3. The bidder to declare that:

- 5.3.1. They received the bid document on condition that the document shall not be retyped or reworded and will be submitted in this form;
- 5.3.2. bids may be submitted only on the official forms and may not be qualified by my/our own conditions and, furthermore, that if I/we fail to comply with these requirements or do not expressly waive my/our own conditions, where such conditions are included in the bid, such actions may be detrimental to the bid or even invalidate it;
- 5.3.3. the offer made herein is irrevocable until after the lapse of the period of validity as mentioned in clause 14 and that the offer may be accepted by Alkantpan during the period of validity;
- 5.3.4. this bid and the acceptance thereof is subject to the terms and provisions hereof and that I/we are fully acquainted with the same;
- 5.3.5. by signing this bid they bind themselves to a contract of purchase, and the bid document shall become the contract of purchase between myself/ourselves and Alkantpan if accepted by Alkantpan;
- 5.3.6. Alkantpan may request from any bidder to submit an acceptable guarantee, as security for the fulfilment of liabilities, issued by a reputable financial institution, before a decision is made on the adjudication of the bid;



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- 5.3.7. if this bid has not been signed by them, or if the bid document has not been completed in full, then the bid may be disregarded;
- 5.3.8. if they withdraw their bid within the validity period, or fail to perform under the contract when required, Alkantpan may, in addition to any other steps that it may take, agree that they may withdraw their bid or cancel the contract between them and Alkantpan, and that they shall in such an event compensate Alkantpan for any losses suffered from having to accept a less favourable bid, or if other bids have to be invited, for those additional expenses incurred to invite new bids, and to compensate Alkantpan or subsequently accept a less favourable bid.

Besides the rights reserved for Alkantpan in this paragraph, Alkantpan is furthermore entitled either to sell the goods concerned directly or to invite bids anew, in which case they shall be liable for compensating Alkantpan on demand for the difference between their bid price and any less favourable bid price which may be accepted, or for the difference between my/our bid price and the price at which the goods are sold directly, plus any storage costs;

- 5.3.9. Neither party may cede, delegate, assign or transfer his rights or obligations under the bid to any other person without first obtaining the consent of Armscor, which consent shall not be unreasonably withheld;
- 5.3.10. When the particulars of a bidder no longer correspond as on the closing date of the bid, or in the event of a take-over, deregistration, insolvency or liquidation of the business to which the bid was allotted, Alkantpan may at its discretion decide to cancel this bid or to continue to enter into agreement with the legal successor in title of the bidder, and Alkantpan must be informed of all such changes in writing.
- 5.3.11. if their bid is accepted, they may be notified of such acceptance by post or by E-mail and that the post service (courier) be regarded as my/our agent and that the delivery of a notice of acceptance to the courier service or E-mail address shall be regarded as delivery to me/us;
- 5.3.12. the law of the Republic of South Africa is applicable to any contract which will be established when my/our bid is accepted and that I/we choose the following domicilium citandi et executandi:

Full street address

.....

.....

.....

- 5.4. All bank costs or any other charges regarding the payment as will be for the account of the bidder.
- 5.5. The only foreign currency that will be acceptable is United States Dollars (USD), for bid comparison purposes the date of Rate of Exchange of foreign currency and South African Rand (ZAR) will be as on the closing date of bid.



- 5.6. Bidders should check the numbers of the pages and verify that none are missing or duplicated. No liability will be accepted for the fact that pages are missing or duplicated.
- 5.7. They acknowledge that Alkantpan has made no warranties or representations in respect of the goods. In particular, they confirm that they have satisfied myself/ourselves of the presence, or not, of any hazardous material, or any other material, that may cause harm to any person coming into contact with such material.
- 5.8. The goods are sold "voetstoots" (as is). No claims will be considered by Armscor by virtue of incorrect description, quantity, inferior quality, condition, etc. Prospective Bidders are therefore advised to inspect the goods or have the goods inspected before the submission of bids. Time and place of viewing (clause 15) if and when applicable, of the lot(s) are indicated in the offer particulars (clause 10). In the event of any discrepancy between the goods/products viewed and the bid documents, the bid documents will take preference.
- 5.9. The bidder shall not be exonerated from his liabilities in the event of the bidder not being able to obtain an export, import or any other permit in any country.
- 5.10. The bidder shall abide by all applicable requirements of NEMA (National Environmental Management Act 107 of 1998) and other applicable environmental legislations.
- 5.11. I/we confirm furthermore that I/we have satisfied myself/ourselves that my/our bid is correct in all respects and I/we accept that any mistakes regarding price(s) and calculation(s) will be my/our responsibility.
- 5.12. In all instances where an agent/authorised person bids on behalf of a Principal, the full name, work or home address of the principal must be furnished, in writing, as well as documentary proof of the agent/authorised person's appointment.
- 5.13. Bids are on a basis of receipt of goods at the place of viewing as indicated below and Alkantpan does not accept any responsibility for packing or despatching any of the goods to the Bidder. The delivery basis is Ex-works, at Alkantpan Test Range. The Alkantpan personnel are under no obligation to load any of the items on behalf of the bidders.
- 5.14. If the Bidder cannot personally take delivery of the goods, the bidder shall arrange that a representative does so on his/her behalf.
- 5.15. Armscor reserves the right to withdraw a Bid at any time before awarding for any reason, inter alia, withdrawal of items by Alkantpan, change of requirements by Alkantpan, by giving notice to the Bidders, and the withdrawal shall be at no cost and liability to either of the Parties.
- 5.16. Armscor is not liable for any losses suffered, expenditure incurred in the event that the items are destroyed prior to collection, unless the destruction was a result of negligence or/and wilful conduct of Armscor and the Alkantpan.
- 5.17. Annexures to this bid form an integral part thereof (if any).
- 5.18. The bidder shall be solely responsible for and indemnify Alkantpan and hold Alkantpan harmless against any losses, expenses, costs, damages, demand or claims arising from or in connection with illness or injury to or the death of any person and/or damage to the property of any persons, suffered or allegedly suffered in connection with or by reason of the use of any of the equipment/lot offered in this bid.
- 5.19. The Bidder is responsible for the registration of his employees and Sub Contractors with the Compensation Commissioner (COIDA) and to provide his employees and subcontracts with the necessary insurance. Alkantpan has no liability toward the



Compensation Commissioner for any employee or Sub Contractor of the Bidder and also has no liability with regard to the insurance of accidental cover toward the Bidder, his employees and Sub Contractors. The Bidder indemnifies Alkantpan against any such a liability.

- 5.20. It should be noted that any bidder who has been found guilty of any transgression involving Armscor, Alkantpan bids and/or property, will be disqualified from participation in this bid.
- 5.21. The successful Bidder will undergo a Security Clearance process and obtain a Security Clearance level of CONFIDENTIAL. This process include the Security Assessment of the supplier's premises and issued with a relevant FSC in case of compliant with all Security Clearance as per Armscor Security Instruction (A-WI-014) requirements. All employees of the suppliers who will be involved in the Project including Directors of the Company must be issued with the Security Clearance application forms to complete and submitted to Armscor Vetting Division as soon as possible. The issuing of the order to the Prospective bidder must be subject to the positive Security Clearance.

## 6 CONTROLLED ITEMS

- 6.1. Lots consist of controlled items, and therefore subject to approval by the **National Conventional Arms Control Committee** (NCACC) in terms of National Conventional Arms Control Act No. 41 of 2002, and any other applicable act such as Non-proliferation act No 87 of 1993, Firearms control act, 60 of 2002 and Explosive act.
- 6.2. It is specifically agreed that the winning bidder shall possess a valid NCACC registration Certificate and maintain the registration status in line with requirements as prescribed under with the NCAC Act for the duration of this order and while the controlled items are in their possession.
- 6.3. Lot ATL 01 items are classified under Munition List, ML 3 (Ammunition and related items) Government Gazette No. 35272 of the National Conventional Arms Control Act (NCAC Act).
- 6.4. The transfer of the items in Lot ATL 01 is subject to a NCACC domestic transfer approval as per the NCAC Act, 2002.
- 6.5. Please note that the bidder who submits a bid on the controlled items must attach a copy of his valid registration with the NCACC to the bid document. The bidder's NCAC registration certificate must also permit the bidder to trade in Munition List 3 items (Ammunition and related items).
- 6.6. NB: No bids for controlled items will be considered if the required documentation is not received with the returned bid document.
- 6.7. The name stated on the NCAC registration certificate must match with the name of the bidder. Submission of a third-party NCAC registration certificate shall render the bid null and void.
- 6.8. Armscor shall not be liable for any delay in the NCACC approval. Payment shall only take place once NCACC **domestic transfer** approval has been obtained,



however the successful bidder is obliged to apply for **destruction approval** from the NCACC.

- 6.9. The successful bidder/s must note that Lots must be destructed and Armscor be furnished with a safe destruction/recycling certificate.
- 6.10. Note: in all instances where an authorised agent/person or company destructing of controlled items on behalf of the principal, such agent/person or company shall also be registered with the NCACC.

## 7 SHE REQUIREMENTS

- 7.1. The successful bidder will comply or adhere to all applicable Safety, Health and environmental (SHE) requirements as follows:
- 7.2. Upon completion, the bidder shall provide Armscor with a disposal certificate confirming the safe disposal and specifying the weights disposed.
- 7.3. It is the responsibility of the bidder to ensure that all their subcontractors comply with the above-mentioned requirements.
- 7.4. Contractor's employees to be provided with all applicable PPE by the bidder.
- 7.5. The bidder shall have all valid relevant SHE permits, licences, and certificates as prescribed by the applicable SHE statutory and regulatory requirements i.e., National Road Traffic Act, Occupational Health and Safety Act, National Environmental Management and Waste Acts.
- 7.6. The successful bidder shall be required to submit a Safety, Health, and Environment (SHE) File The Contractor Index will be communicated



## 8 SCRAP MATERIAL BREAKDOWN

8.1. The Bidder must quote for the scrap material at Alkantpan according to the following scrap material breakdown as in the table below:

Lot no	Description	Weight / item (Kg)	Estimated Qty	Total estimated weight (Kg)	NCAC regulations applicability
ATL01	<b>Copper Brass</b>				
	Copper Brass	5	800	4000	Yes
ATL 02	<b>Mixed Aluminum</b>				
	Base Bleed	1,1	800	880	No
	Casings	2	600	1200	No
	Tail Fins and Casings	0,4	500	200	No
ATL 03	<b>Unprocessed Steel</b>				
	155mm body	40,9	300	12 270	No
	Listing Plug	1,3	800	1040	No
	Box 7810	6,4	150	960	No
	120mm body	12,8	50	640	No
	81mm Body	3,6	50	180	No
	60mm Body	1,7	50	85	No
	Base Bleed	2	700	1400	No
	155mm steel container	13,8	100	1380	No
	40mm Body	0,4	100	40	No
	Steel Strapping	0,3	1000	300	No
	Boat Tail	4	20	80	No
	Various Steel rounds	0,9	200	180	No
	40mm Steel container	1,5	300	450	No
<b>Slug (Steel)</b>					
ATL 04	Slug Steel	40,3	300	12 090	No

Table 2: Tender Lot



## OFFER PARTICULARS

Lot no	Description	Total estimated weight (Kg)	Total offer price
ATL01	<b>Copper Brass</b>		
	Copper Brass	4000	
ATL 02	<b>Mixed Aluminum</b>		
	Base Bleed	880	
ATL 02	Casings	1200	
	Tail Fins and Casings	200	
ATL 03	<b>Unprocessed Steel</b>		
	155mm body	12 270	
	Lifting Plug	1040	
	Box 7810	960	
	120mm body	640	
	81mm Body	180	
	60mm Body	85	
	Base Bleed	1400	
	155mm steel container	1380	
	40mm Body	40	
	Steel Strapping	300	
	Boat Tail	80	
	Various Steel rounds	180	
	40mm Steel container	450	
ATL 04	<b>Slug (Steel)</b>		
	Slug Steel	12 090	

Table 3: Offers



## 9 SPECIAL CONDITIONS

### 9.1 Price variation:

9.1.1. The prices quoted are fixed.

### 9.2 Payment

- 9.2.1. The Contractor will make payment for the scrap material removed within seven (7) days after weighing of the scrap, to Alkantpan in accordance with the applicable contract price per kilogram. The Contractor shall supply the following:
- 9.2.2. Contractor's official statement (buying document) on which the date of the weighing, the weighbridge certificate number, the total weight of the scrap material and the amount payable, is given.
- 9.2.3. The relevant weighbridge certificate(s) certified by the Bidder and Alkantpan.
- 9.2.4. After the above mentioned has been controlled and certified as correct, the information will be written in the relevant register by Alkantpan personnel and signed as such by the Bidder. The Bidder must pay by Bank certified cheque made out to Alkantpan. An official receipt for the payment will be issued by Alkantpan to the Bidder.

9.3 Alkantpan reserves the right to cancel the contract on written notice of Sixty (60) days sent to the Bidder address appearing in the RFB document should the institution/base participating in the contract be disbanded or relocated.

9.4 **The bidder shall be expected to make use of the weigh bridge, appointed by Alkantpan, in the presence of the Alkantpan representative and provide Alkantpan with the weigh bridge certificate confirming the weight loaded.**

## 10 EVALUATION

11.1. The evaluation of the Bid will consist of price offered and Specific goals.

11.2. The bid document will provide for specific goals in relation to the awarding of preference points in accordance with the Preferential Procurement Policy Framework (Act No.5 of 2000) as amended.

11.3. The formula below will be utilized:

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

*Pmax*



*Where*

*Ps = Points scored for price of tender under consideration;*

*Pt = Price of tender under consideration; and*

*Pmax = Price of highest acceptable tender.*

11.4. Prospective bidders should be aware that the evaluation of offers indicated in clause 9 (Table 3) above will be evaluated as a whole. The preferred bidder shall quote for all lots.

**NB:** Failure to comply with this requirement above will disqualify the bid.

## 11 INVOICING

### Preliminary invoicing

11.1 Post tender evaluation and prior to collection, Armscor will invoice the preferred bidder based on the estimated weights in Table 2 and the unit prices (R/kg) as offered by the bidder in Table 3.

11.2 The preferred bidder shall within 7 (seven) days after receipt of invoice, pay Alkantpan by way of electronic bank transfer the full amount. Notwithstanding the above, no equipment will be issued unless fully paid for. The successful bidder will be informed of the release of the goods by the Alkantpan after payment has been received.

### Weights Confirmation

11.3 All ammunition containers, and scrap metal shall upon collection by the preferred bidder, be weighed in the presence of an Alkantpan representative at the nearest weighbridge as agreed with Alkantpan.

11.4 The weighbridge certificate issued must be certified by both the preferred bidder and Alkantpan representatives present at the weighbridge.

### Final invoice

11.5 Based on the confirmed weights and certified weighbridge mentioned in clause 13.4 above, Alkantpan will issue a final invoice to the preferred bidder.

11.6 Upon reconciliation, should the weighbridge certificate indicate a lesser weight than what appeared in the Preliminary invoice, Alkantpan shall issue a credit note and refund the preferred bidder accordingly within 14 days.

11.7 Upon reconciliation, should the weighbridge certificate indicate a higher weight than



what appeared in the Preliminary invoice. Alkantpan will issue a final invoice based on the weighbridge certificate, taking into account the amount already paid as per preliminary invoicing. The preferred bidder shall pay Alkantpan the difference accordingly within 14 days of the weighbridge reconciliation process.

- 11.8 The preferred bidder shall not process the collected items until all the payment to Armscor DDS has been done.

## 12 OFFER

- 12.1 The bidder offers to buy the goods or articles from Alkantpan at the prices inserted in the applicable spaces provided in clause 9, in accordance with the terms and conditions contained in this bid. I/we confirm that I/we are acquainted with the conditions contained in clause 6.1. **The offer is valid and irrevocable until 30 June 2026.**
- 12.2 Prospective bidders should be aware that the evaluation of offers indicated in clause 9 (Table 3) above will be done on **all lots**. Failure to comply with this requirement will disqualify your bid.
- 12.3 Bid Award Results

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

## 13 VIEWING

- 13.1 Viewing of the above will take place by appointment only
- 13.2 The number of attendees will be limited to a maximum of 2 people per bidding company
- 13.3 Prospective bidders will have an opportunity to view bid lots of the scrap metal on site at the following address:

**Alkantpan Test Range**

**Copperton**

**Prieska**

**Northern Cape**

**8940**

- 13.4 The bid lots will be made available for viewing on **06 February 2026**, from **9h00 to 12h00 and 13h00 to 15h00**.

- 13.5 Proceedings during site viewing:



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- 13.5.1 All bidders' representatives will be required to present their identification card/document prior to entering the units. All bidders' representatives will be required to sign an indemnity form prior to entering the depot.
- 13.5.2 Bidders shall ensure that they are at gates at least 30 min ahead of the scheduled commencement time so that they can be escorted to the viewing site.

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

**QUESTIONNAIRE**

**REPLIES**

1. What is the request for bids number? .....
2. Confirm compliance to price basis. .....
3. Indicate which of the following applies:
  - 3.1 The prices are fixed.
  - 3.2 The prices are not fixed
4. The delivery period shall be fixed.
5. Are you the accredited agent in the RSA for the manufacturer of the supplies quoted by you? Yes  No

**WHERE SUPPLIES OFFERED ARE TO BE IMPORTED OR ARE OFFERED EX BONDED WAREHOUSE, THE ATTACHED SECURITY QUESTIONNAIRE (KD 22) MUST BE COMPLETED AND THE FOLLOWING QUESTIONS ANSWERED:**

6. Is a special import permit required? .....
- If not, state your imports permit number.
7. What are the names and addresses of your overseas suppliers? (Give particulars in KD 22)  
.....  
.....  
.....
8. Foreign content:
  - 8.1 What amount in foreign currency must be remitted overseas?  
.....
  - 8.2 What is the rate of exchange used in converting the ZAR1,00 = ..... amount into SA Rand and the date on which this is based? DATE: .....

9. Statutory costs:

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

9.2 If so, what is the amount payable in respect of  
 a) Customs duty .....  
 b) Ad valorem customs duty? .....

### PRICE BREAKDOWN

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

- 10.1 FOB/FCA cost of item
- 10.2 Sea/Air freight
- 10.3 Insurance charges
- 10.4 Clearance charges
- 10.5 Customs duties
- 10.6 Ad valorem customs duties
- 10.7 Delivery costs from port/airport to your premises
- 10.8 Local content (excluding (10.10)
- 10.9 Delivery costs from your premises into store
- 10.10 Balance (detail to be submitted)

**TOTAL**

Amount	% of Total Price

.....  
DATE

.....  
BIDDER'S SIGNATURE

**ARMAMENTS CORPORATION OF S.A. LIMITED**  
**(ARMSCOR)**  
**PREVIOUS PURCHASES**  
**LAST TWO BIDS**

If any similar or identical equipment has been supplied to ARMSCOR, or to any of ARMSCOR'S subsidiaries or the South African National Defence Force, the completion of this form by bidders is compulsory.

<b>BIDDER:</b>	
<b>SURNAME AND INITIALS:</b>	
<b>DATE:</b>	
<b>SIGNATURE:</b>	

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

**SECURITY QUESTIONNAIRE ON THE IMPORTED CONTENT OF BIDS**

1. In all cases where the supplies quoted are imported (either in full or in part), bidders shall furnish the following particulars (if space is insufficient, use additional pages):

1.1 COUNTRY OF ORIGIN:

Item No(s).	Country
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....

1.2 NAME OF MANUFACTURER(S)/SUPPLIER(S)/STOCKIST(S):

Item No(s).	Name
.....	.....
.....	.....
.....	.....
.....	.....

1.3 NAME OF INTERMEDIARY (IES) (WHEN THERE IS NO DIRECT CONTACT WITH THE FIRMS LISTED IN 1.2):

Item No(s).	Name
.....	.....
.....	.....
.....	.....
.....	.....

1.4 NAME OF AGENTS RESPONSIBLE FOR SHIPPING AND CLEARANCE:

Item No(s)	Name
.....	.....
.....	.....
.....	.....
.....	.....

## 1.5 NAME OF BANK ARRANGING TRANSFER OF FUNDS OVERSEAS:

Item No(s).	Name
.....	.....
.....	.....
.....	.....
.....	.....

1.6 IS AN END-USER CERTIFICATE REQUIRED? YES  NO 

If yes:- Item No. (s).

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

## 1.7 ARE THE ITEMS SUBJECT TO ANY SPECIAL EXPORT REQUIREMENTS?

YES  NO 

If Yes:-

Item No. (s)	Requirements
.....	.....
.....	.....
.....	.....
.....	.....

2. Failure to furnish the information requested may render the bid invalid.

.....  
NAME.....  
DATE.....  
BIDDER'S SIGNATURE

**BROAD-BASED BLACK ECONOMIC EMPOWERMENT****ACRONYMS AND ABBREVIATIONS**

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

**1 PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000**

1.1 The following preference points will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022; Armscor Preference Point System of the Preferential Procurement Regulations, 2022.

1.2 The 80/20 preference point system is applicable to all bids with a Rand value of up to R50 000 000,00 (all applicable taxes included)

1.3 Preference points for this bid shall be awarded for:

Price:	80
Specific Goals:	20

Total points for Price and Specific Goals must not exceed: 100

**1.4 Bidders who do not submit a valid proof as per paragraph 2.2 of KD24 (Principles) will score 0 points for Specific Goals.**

**2. ALLOCATION OF PREFERENCE POINTS FOR SPECIFIC GOALS**

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

**Table 7: Specific Goals for Income Generation, Disposal or Leasing of Assets**

No	Specific Goals for Income Generation, Disposal or Leasing of Assets	Points for 80/20 PPS	
<b>RDP Programme: Promotion of South African Owned Enterprises</b>			
1	Entities which are BBBEE Level 1	20 points	
2	Entities which are BBBEE Level 2	18 points	
3	Entities which are BBBEE Level 3	16 points	
4	Entities which are BBBEE Level 4	14 points	
<b>Total Points Per PPS</b>		20 points	

**2.2 PRINCIPLES**

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

A) A B-BBEE sworn affidavit fully completed and

B) Deposed and signed in the presence of the commissioner of oaths (certified true copy not acceptable)

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

D) Commissioner of oaths credentials and signature are reflected.

E) A B-BBEE certificate issued by either the CIPC or a SANAS accredited verification agency.

F) An entity submitting an unincorporated joint venture / consortium must attach a consolidated B-BBEE certificate in the name of the joint venture / consortium issued by a SANAS accredited verification agency.

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

## 2.2.2 Local content and production

A) The complete list of sectors and sub-sectors which are designated for local production with minimum local content threshold can be found on the website of the department of trade, industry & competition via the link below.

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

B) The bidder shall submit with the bid documents a completed annexure c, d & e and an exemption letter from the DTIC.

## 2.2.3 Locality

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

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

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

#### 2.2.4 Sub-Contracting

- A) It is a requirement of Armscor that subcontracting must be considered by a bidder. Therefore, where a contract from r10 000 000 (million) and above is awarded, Armscor shall endeavour to advance designated groups where applicable.
- B) A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contracted activities or work.
- C) A bidder awarded a contract must obtain the approval of Armscor prior to any changes in the subcontracting arrangement.

#### 2.2.5 Ownership

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

#### 2.2.6 Verification of bidders information

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

Fronting means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentations of facts, whether made by the party claiming compliance or by any other person.

Kindly note that any misrepresentations of facts will lead to disqualification of bid and also further steps be taken to recover the loss where applicable and list the company and its directors in the list of restricted bidders from doing business with the State with National Treasury,

## B-BBEE DECLARATION

## 1. Confirmation of the Bidder's Turnover

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

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

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

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

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

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

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

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

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

3. I hereby declare under Oath that:

- a) 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,
- a) 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,
- b) 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,
- c) Black Designated Group Owned % Breakdown as per the definition stated above:
  - i) Black Youth % = \_\_\_\_\_ %
  - ii) Black people living with disabilities % = \_\_\_\_\_ %
  - iii) Black Unemployed % = \_\_\_\_\_ %
  - iv) Black People living in Rural areas % = \_\_\_\_\_ %
  - v) Black Military Veterans % = \_\_\_\_\_ %
- d) 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	<b>Level One</b> (135% B-BBEE procurement recognition)	<input type="checkbox"/>
At Least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	<input type="checkbox"/>
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	<input type="checkbox"/>

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

Commissioner of Oaths	Deponent
Credentials and Signature	<hr/> <p data-bbox="800 1078 932 1091">Signature</p>
<hr/>	<hr/>
Date	Date

**DEFENCE SECTOR B-BBEE SWORN AFFIDAVIT – QUALIFYING SMALL  
ENTERPRISE**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined</p>

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

3. I hereby declare under Oath that:

- a) 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,
- e) 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,
- f) 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,
- g) Black Designated Group Owned % Breakdown as per the definition stated above:
  - i) Black Youth % = \_\_\_\_\_ %
  - ii) Black people living with disabilities % = \_\_\_\_\_ %
  - iii) Black Unemployed % = \_\_\_\_\_ %
  - iv) Black People living in Rural areas % = \_\_\_\_\_ %
  - v) Black Military Veterans % = \_\_\_\_\_ %
- h) 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	<b>Level One (135% B-BBEE procurement recognition)</b>	<input type="checkbox"/>
At Least 51% Black Owned	<b>Level Two (125% B-BBEE procurement recognition)</b>	<input type="checkbox"/>

4. I know and understand the contents of this affidavit and I have no objection to

## ANNEXURE 2 TO KD24

take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

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

Commissioner of Oaths	Deponent
Credentials and Signature	<hr/> <p>Signature</p> <hr/>
Date	Date

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

## SARS: TAX COMPLIANCE STATUS

**NOTE:** It is a condition of bids 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 KD25.

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.
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.
3. The Tax compliance PIN letter shall be submitted with the bids, with an authorisation letter for Armscor to use the PIN code for verification of tax compliance status of the bidder.
4. In bids where Consortia /Joint Ventures / are involved, each party must submit a separate tax compliance PIN with authorisation letter.
5. In the event of subcontracting, tax compliance PIN letter and authorisation letter for the subcontractor must also be submitted with the bids.
6. Tax compliance is done via e-filing on the SARS website [www.sars.gov.za](http://www.sars.gov.za).

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

## YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ARMSCOR

BID NUMBER:	RFB No: R&D/ALK-2025/009	CLOSING DATE:	26 FEBRUARY 2026	CLOSING TIME:	11:00
DESCRIPTION	THE PURCHASE, REMOVAL AND DESTRUCTION OF SCRAP MATERIAL AT ALKANTPAN TEST RANGE				

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	Ms M Mphela	CONTACT PERSON	Ms M Mphela
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	<a href="mailto:abtenders@armscor.co.za">abtenders@armscor.co.za</a>	E-MAIL ADDRESS	<a href="mailto:abtenders@armscor.co.za">abtenders@armscor.co.za</a>

## SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER	CODE		NUMBER	
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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## QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE

STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**1 BID SUBMISSION**

- 1.1 BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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](http://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: .....

## **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.

### 3. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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.

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.

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:

.....  
.....

#### 4. 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 consortium<sup>2</sup> 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.
- 3.5 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.
- 3.6 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

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<sup>2</sup> 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.

institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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

# ARMAMENTS CORPORATION OF SOUTH AFRICA LIMITED

## (ARMSCOR)

### INTELLECTUAL PROPERTY REQUIREMENTS

#### 1. INTRODUCTION

##### 4.1 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.:

- a) Bills of Material (BOM's)
- b) Instructions,
- c) Reports,
- d) Specifications,
- e) Interface designs,
- f) Manufacturing processes,
- g) Material Specifications,
- h) Processes,
- i) Product designs,
- j) Re-engineering (maintenance/obsolescence),
- k) Software,
- l) Algorithms,
- m) Source Codes,
- n) System/integration designs,
- o) Test and Evaluation Methods, etc.

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

##### 4.2 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

**4.3 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.

**4.4 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.

**4.5 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.

**4.6 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

- a) Wholly owned by the DOD; or
- b) Shared or Jointly Owned or Co-owned between DOD or the contractor

**5. 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:

### 5.1 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:

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

### 5.2 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:

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

### 5.3 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:

- a) IP number of Historic IP, if IP is enhanced (modified/improved/upgraded).
- b) Short IP description
- c) Master record index (MRI) reference with version and date
- d) Original Supplier
- e) Cost of Establishment
- f) Percentage Ownership (DOD)
- g) 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.

## **6. SAFEGUARDING OF IP**

### **6.1 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.

### **6.2 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.

### **6.3 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.

### **6.4 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.

## **7. COMPLETION OF THE IP INFORMATION BY MEANS OF THE ELECTRONIC FORM**

### **7.1 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](http://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:

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

## 7.2 Electronic Form Definitions

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

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

## 8. 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 mark the relevant answer)

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

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

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

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

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

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

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

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

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

WITNESSES:

1

2

SIGNATURES OF BIDDER(S)

DATE:

ADDRESS:



