



## INVITATION TO BID

**BID NUMBER:RFB NO: EFAC/2026/07**

### BID DESCRIPTION:

**APPOINTMENT OF A SERVICE PROVIDER FOR THE  
UPGRADES AND MODERNISATION OF GATE 1 AND 2 AT  
ARMSCOR HEAD OFFICE**

### EXPECTED TIMEFRAME

<b>BID PROCESS</b>	<b>EXPECTED DATES</b>
Bid Issue Date	01 July 2026
Bid Collection Date	N/A
Compulsory Briefing Session Date	10 July 2026
Briefing Session Address and Venue	370 Nossob Street, Corner Delmas Avenue & Nossob Street, Armcor HQ
Bid Closing Date	23 July 2026

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### PROPRIETARY INFORMATION

- 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: <b>Error! Reference source not found..</b>
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.

RESTRICTED

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]	
		Yes	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 BBEE 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: 4500101169

**RFB NO: EFAC/2026/07**

**1. INSTRUCTIONS ON SUBMISSION OF BIDS**

- 1.1 Bid Closing at **11:00 am on 23 July 2026 (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 [scmbids@armscor.co.za](mailto:scmbids@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 **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](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	
<b>NB: Submit with the bid the following documents:</b>	
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	
<p><b>NB: Submit with the bid the following documents for both Prime and Sub-Contractors:</b></p> <p>Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.</p> <p>In case of individual, supply ID document for local and if foreigner supply passport number or identification as applicable in that country.</p> <p>Latest copies of all share certificates, in case of a company or any other form of a legal entity.</p>	

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	
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.	

**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.

..... ID number

Name

**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: .....



## 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:

- a) Registered with the National Conventional Arms Control Committee (NCACC).
- b) 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**

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where:

$P_s$	= Points scored for price of bid under consideration.
$P_t$	= Price of bid under consideration.
$P_{min}$	= 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

: EFACT2026/07

CLOSING AT 11:00 ON

: 23 July 2026

VALIDITY PERIOD: 120 DAYS

NAME OF BIDDER

: \_\_\_\_\_

ITEM NO	DESCRIPTION	UNIT PRICE IN S.A. CURRENCY	SUBTOTAL
1	UPGRADES AND MODERNISATION OF GATE 1 AND 2 AT ARMSCOR HQ  (CARRIED FROM APPENDIX C BOQ)  (NB. Bidders are required to submit an excel soft copy of the BOQ on a USB flash drive)		
<b>TOTAL (excluding VAT)</b>			
<b>VAT</b>			
<b>TOTAL (including VAT)</b>			

1. Delivery address: Armscor Head Office ,370 Nossob Street, Erasmus-Kloof, 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

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## 1. BID EVALUATION PROCESS

Each received bid will be evaluated in -stages tabled below.

<b>STAGE 1</b>	Mandatory Criteria
<b>STAGE 2</b>	Preference Point System: 80 (Price) / 20 (Specific goals)

## 2. STAGE 1: Mandatory Criteria

- 10.1 Each bid will be assessed against the mandatory criteria requirements. Should any bid fail to comply with any one of the mandatory criteria, the bid will be eliminated from further evaluation process.
- 10.2 Armscor reserves the right to verify the legitimacy of the submitted information either physically or virtually.
- 10.3 The Mandatory Criteria are tabled below:

No:	Mandatory Requirement	Evidence required
1.	The bidder shall attend both compulsory bidder's briefing session and site visit to be held on <b>10 July 2026</b> at Armscor Head office, 370 Nossob Street, Erasmuskloof x4, Pretoria at <b>10:00am</b> .	The Bidder's representative shall complete two (2) attendance registers during the compulsory bidders briefing session and the site visit as proof of attendance.
2.	The bidder shall be registered with the Construction Industry Development Board (CIDB) with a grading designation of 7GB or higher.	The bidder shall submit, together with the bid, proof of registration with the CIDB, including a valid unique CIDB CRS, at a minimum grading of 7 GB or higher. The bidder's registration must be valid at the closing date of the bid. All CIDB evaluation requirement will be applicable.
3.	The bidder shall have experience in civil construction projects, with at least Two (2) successfully completed projects within the past ten (10) years (2015 to 2026).	The bidder shall submit at least Two (2) <b>CONTACTABLE</b> reference letters or Appointment letter/s or Purchase Order/s supported by a Completion certificate confirming completion of the civil construction projects from previous client/s stating the below: <ol style="list-style-type: none"> <li>1. Name of the Bidder.</li> <li>2. Name of the client.</li> <li>3. Project description.</li> <li>4. Project start and end date.</li> <li>5. Signature (electronic or ink) of a duly authorised person.</li> <li>6. Contact person name, contact number and email address.</li> </ol>

4.	The Bidder shall allocate a Construction Project Manager who holds a valid professional registration with the South African Council for the Project and Construction Management Professions (SACPCMP).	The bidder shall submit, together with the bid, a Professional Registration certificate/Letter for PrCPM issued by SACPCMP.
5.	The Bidder shall allocate a Construction Manager who holds a valid professional registration with the South African Council for the Project and Construction Management Professions (SACPCMP).	The bidder shall submit, together with the bid, a Professional Registration certificate/Letter for PrCM issued by SACPCMP.
6.	The bidder shall allocate a Safety Officer who is registered with the SACPCMP as a Construction Health and Safety Officer/Practitioner.	The bidder shall submit, together with the bid, a valid registration Certificate/Letter issued by SACPCMP confirming registration as a Construction Health and Safety Officer/Practitioner.

### 8.3 STAGE 2: PPS 80 (Price) / 20 (Specific Goals) Preference Point System

8.3.1 Each bid that complies with the functional criteria set above shall be further evaluated in terms of the **80 (Price) / 20 (Specific Goals)**.

8.3.1.1 The Specific Goal points will be added together with price points to determine total PPS points.

8.3.1.2 Bidders are required to submit an Excel soft copy of the BOQ on a USB flash drive.

8.3.2 As per the Preferential Procurement Regulations of 2022 Regulation 3(2) (b): The 80/20 PPS shall apply.

Price: Maximum 80 points

Specific Goals: Maximum 20 points

8.3.3 The applicable Specific Goal is Table 5: Specific Goals for Procurement from Entities with Local Manufacturing Capabilities for Designated Sectors

8.3.4 The Specific Goal Points will be awarded as per the table below.

**Table 5: Specific Goals for Procurement from Entities with local manufacturing capabilities for designated sectors (Cement and Steel)**

No	Specific Goals for Procurement from Entities with local manufacturing capabilities for designated sectors	Points for 80/20 PPS
<b>Designated Sectors</b>		
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
<b>RDP Programme: Promotion of South African Owned Enterprises</b>		
1	EME or QSE entities which are at least 51% owned by black people	2 points
2	EME or QSE entities which are at least 51% owned by black women	2 points
3	EME or QSE entities which are at least 51% owned by black youth	2 points
4	EME or QSE entities which are at least 51% owned by black military veterans	2 points
5	EME or QSE entities which are at least 51% owned by black people living with disabilities	2 points
<b>Total Points Per PPS</b>		<b>20 points</b>

Evidence required

- 8.3.4.1 The Bidder shall submit with the Bid documents the BBBEE certificate (BBBEE certificate issued by a SANAS accredited verification agency), or CIPC BBBEE certificate and or completed BBBEE Sworn affidavit as a proof of compliance to claim preference points.
- 8.3.4.2 If the Bidder is an unincorporated Joint Venture (JV) or Consortium, the Bidder shall submit with the Bid, a consolidated proof of BBBEE status.
- 8.3.4.3 The bid must be accompanied by the CIPC Beneficial Ownership Declaration. The declaration should be the latest lodged with CIPC.
- 8.3.4.4 The bidder shall submit with the bid documents a fully completed **ANNEXURE C** indicating compliance to the 100% local content threshold of a **Cement and Steel**.
- 8.3.4.5 Where a bidder is unable to meet the stipulated minimum local content threshold the bidder shall submit with the bid an exemption letter issued by the DTIC indicating the bid number.

8.3.4.6 Should the bidder fail to submit the evidence above, then the bidder shall score no points for Specific goals.

8.3.5 **Bidders are required to submit an Excel soft copy of the BOQ on a USB flash drive as part of their submission.**

8.3.6 The prices on the BOQ shall be transferred to the KD17.

8.3.7 The price points allocation will be based on the price indicated in the KD17 including VAT.

## **9 SPECIAL REQUIREMENTS**

9.1 Special Requirements will be negotiated with the preferred bidder and the bidder will not be disqualified.

### **9.2 Subcontracting**

It is Armscor's requirement that sub-contracting must be considered by the bidder. Bidders are required to sub-contract 30% of the value of the contract to any of the following entities which are at least 51% black owned:

- a. EMEs or QSEs owned by black people
- b. EMEs or QSEs owned by black military veterans
- c. EMEs or QSEs owned by black females
- d. EMEs or QSEs owned by black youth
- e. EMEs or QSEs owned by black people living with disabilities

#### Evidence required:

The bidder shall submit with the bid, the BBBEE certificate (BBBEE certificate issued by SANAS accredited agency), or CIPC BBBEE certificate and or a completed BBBEE Sworn Affidavit as proof of compliance for all sub-contractors.

## **10 SPECIAL CONTRACT CONDITIONS**

10.1 Special Contract Conditions are additional bid conditions supplementary to the JBCC.

10.2 If the bidder is non-compliant with the special contract conditions, Armscor will grant the preferred bidder 14 days opportunity to comply with the conditions before the commencement of the contract.

10.3 **Condition 1-** The preferred bidder is required to submit a safety file prior to commencement of the works.

10.4 **Condition 2-** The preferred bidder must submit a valid Compensation of Occupational Injuries and Disability Act (COIDA) certificate issued by the Department of Employment and Labour OR its licenced company partners, indicating that the bidder is in good standing, the bidders company name and the certificate's validity period.

- 10.5 **Condition 3-** The Preferred Bidder is required to have proof of current public liability insurance of at least R15 000 000,00. The preferred bidder must submit proof within fourteen (14) working days of the award.
- 10.6 **Condition 4-** This project is classified **CONFIDENTIAL** therefore, Corporate Security Division will conduct a Security assessment at the premises of a preferred Bidder and issue a **CONFIDENTIAL** Facility Security Clearance Certificate in case the bidder meet all Security Clearance requirements as per Armscor Security Instruction (A-WI-014). All employees who will be working in the project including Company Owners and Directors will undergo a Security Clearance process and be vetted to the level of **CONFIDENTIAL**.
- 10.7 No order should be issued until all Security process are concluded and the preferred bidder meets all Security Clearance requirements.
- 10.8 The costs for the first clearances will be paid by Armscor. Any subsequent security clearance required will be for the Bidder's cost which is at R5,043.79 for Confidential per person.
- 10.9 The preferred bidder must ensure that all its employees as indicated in paragraph 12.6 (including new appointments / replacements) complete a personal security clearance application and hand it in for processing. Such individuals must also have the personal evaluation security interview (PESI) and sign a Non-Disclosure Agreement (NDA).
- 10.10 **Condition 5-** No foreign nationals shall be permitted to work on or access the projects site under any circumstances.
- 10.11 All project milestones shall be formally inspected and signed off during site handover by the Employer or its duly authorised representative prior to commencement of the works.

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**CONSTRUCTION INDUSTRY DEVELOPMENT BOARD**  
**STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION**  
**WORKS CONTRACTS**

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**AUGUST 2019**

- Annex A: Standard Tender Notice and Invitation to Tender
- Annex C: Standard Conditions of Tender
- Annex F: Record of Addenda to Tender Documents
- Annex G: Compulsory Enterprise Questionnaire

## Annex A

### Standard Tender Notice and Invitation to Tender

ARMSCOR invites tenders for the appointment of a service provider for the upgrades and modernisation of gate 1 and 2 at Armscor HQ.

It is estimated that tenderers must have a CIDB contractor grading of 7GB or higher.

Queries relating to the issue of these documents may be addressed to 012 428 3650, E- Mail. Aopts@armscor.co.za

The closing time for receipt of tenders is **11:00AM on 23 July 2026**.  
Telegraphic, emailed, telephonic, telex, facsimile and late tenders will not be accepted.

Tenders must only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

## Annex C

### Standard Conditions of Tender

#### C.1 General

##### C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note:* 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

##### C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

##### C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### **C.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### **C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### **C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### **C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### **C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

### **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

### **C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

### **C.2.10 Pricing the tender offer**

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

### **C.2.12 Alternative tender offers**

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

### **C.2.13 Submitting a tender offer**

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

### **C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

### **C.2.15 Closing time**

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

## **C.2.16 Tender offer validity**

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

## **C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

*Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

## **C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

## **C.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

## **C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

## **C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

## **C.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

### **C.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

## **C.3 The employer's undertakings**

### **C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### **C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

### **C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

### **C.3.4 Opening of tender submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

### **C.3.5 Two-envelope system**

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **C.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **C.3.8 Test for responsiveness**

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **C.3.9 Arithmetical errors, omissions and discrepancies**

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative Interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

### **C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

### **C.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### **C.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### **C.3.14 Prepare contract documents**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

### **C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

### **C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

### **C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

### **C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

## Annex F

### Record of Addenda to Tender Documents

The undersigned confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

## Annex G

### Compulsory Enterprise questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:**

**Section 2: VAT registration number, if any:**

**Section 3: cidb registration number, if any:**

**Section 4: CSD number:**

**Section 5: Particulars of sole proprietors and partners in partnerships:**

Name*	Identity number*	Personal Income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 6: Particulars of companies and close corporations**

Company registration number:

Close corporation number:

Tax reference number:

**Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
<i>Enterprise name</i>			

**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: .....





**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 1: Specific Goals for Targeted Procurement**

No	Specific Goals for Targeted Procurement	Points for 80/20 PPS	
<b>RDP Programme: Promotion of SMMEs</b>			
1	EME or QSE entities which are at least 51% owned by black people	4 points	
2	EME or QSE entities which are at least 51% owned by black women	4 points	
3	EME or QSE entities which are at least 51% owned by black youth	4 points	
4	EME or QSE entities which are at least 51% owned by black military veterans	4 points	
5	EME or QSE entities which are at least 51% owned by black people living with disabilities	4 points	
<b>Total Points Per PPS</b>		<b>20 points</b>	

**Table 2: Specific Goals for General Procurement**

No	Specific Goals for General Procurement	Points for 80/20 PPS	
<b>RDP Programme: Promotion of SMMEs</b>			
1	EME or QSE entities which are 100% owned by black people	20 points	
2	EME or QSE entities which are at least 51% owned by black people	18 points	
3	EME or QSE entities which are at least 35% owned by black people	16 points	
4	EME or QSE entities which are at least 25% owned by black people	10 points	
<b>Total Points Per PPS</b>		<b>20 points</b>	

- a) General procurement may typically include but is not limited to commercial-off-the-shelf (COTS) items.

**Table 3: Specific Goals for Other Procurement**

No	Specific Goals for Other Procurement	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	10 points	
<b>Total Points Per PPS</b>		<b>20 points</b>	

**Table 4: Specific Goals for Procurement from Entities Located in Specific Province, Region or Municipality**

No	Specific Goals for Procurement from Entities Located in Specific Province, Region or Municipality	Points for 80/20 PPS	
<b>RDP Programme: Locality</b>			
1	Entities located within the specific locality	10 points	
2	Entities located outside the specific locality	0 points	
<b>RDP Programme: Promotion of South African Owned Enterprises</b>			
1	EME or QSE entities which are at least 51% owned by black people	2 points	
2	EME or QSE entities which are at least 51% owned by black women	2 points	
3	EME or QSE entities which are at least 51% owned by black youth	2 points	
4	EME or QSE entities which are at least 51% owned by black military veterans	2 points	
5	EME or QSE entities which are at least 51% owned by black people living with disabilities	2 points	
<b>Total Points Per PPS</b>		<b>20 points</b>	

**Table 5: Specific Goals for Procurement from Entities with Local Manufacturing Capabilities for Designated Sectors**

No	Specific Goals for Procurement from Entities with local manufacturing capabilities for designated sectors	Points for 80/20 PPS	
<b>Designated Sectors</b>			
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	
<b>RDP Programme: Promotion of South African Owned Enterprises</b>			
1	EME or QSE entities which are at least 51% owned by black people	2 points	
2	EME or QSE entities which are at least 51% owned by black women	2 points	
3	EME or QSE entities which are at least 51% owned by black youth	2 points	

4	EME or QSE entities which are at least 51% owned by black military veterans	2 points	
5	EME or QSE entities which are at least 51% owned by black people living with disabilities	2 points	
<b>Total Points Per PPS</b>		<b>20 points</b>	

**Table 6: Concurrent Application of Specific Goals**

No	Concurrent Application of Specific Goals	Points for 80/20 PPS	
<b>RDP Programme: Promotion of SMMEs</b>			
1	EME or QSE entities which are at least 51% owned by black people	5 points	
<b>RDP Programme: Locality</b>			
2	Entities located within the specific locality	5 points	
<b>Local Manufacturing Capabilities for Designated Sectors</b>			
3	Full compliance to the applicable minimum threshold for local content & production	5 points	
<b>RDP Programme: Promotion of South African Owned Enterprises</b>			
4	Entities which are BBBEE Level 2 or better	5 points	
<b>Total</b>		<b>20 points</b>	

**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>		<b>20 points</b>	

## 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) Deposited 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"	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;"

<p>Definition of "Black Designated Groups</p>	<p>"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;"</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.

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

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

- 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</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"/>

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)

**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: EFAC/2026/07	CLOSING DATE:	23 July 2026	CLOSING TIME:	11h00
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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	<a href="mailto:scmbids@armscor.co.za">scmbids@armscor.co.za</a>	E-MAIL ADDRESS	<a href="mailto:scmbids@armscor.co.za">scmbids@armscor.co.za</a>

**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:	MAAA
----------------------------	----------------------------	----	-------------------------------	------

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--	-------------------------------------	---

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

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

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

<b>1</b>	<b>BID SUBMISSION</b>
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.
<b>2</b>	<b>TAX COMPLIANCE REQUIREMENTS</b>
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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
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**

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
  
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE**

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
  
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of organ of state</b>

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

2.3.1 If so, furnish particulars:

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

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

**3 GENERAL DECLARATION**

I, ....., the undersigned, 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 to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 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 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

**I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.**

.....  
Signature

.....  
Date

.....  
Designation

.....  
Name of bidder

# ARMAMENTS CORPORATION OF SOUTH AFRICA LIMITED (ARMSCOR)

## INTELLECTUAL PROPERTY REQUIREMENTS

### 1. INTRODUCTION

#### 2.3 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".

#### 2.4 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

**2.5 What is Background IP?**

For definition, refer to A-STD-0020 "Armcor General Conditions of Contract". "Background IP" belongs to a contractor because he fully paid for the generation thereof or had bought it at his own cost, which may be used or serve as a basis from which to develop new Foreground IP.

**2.6 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.

**2.7 What is Foreground IP?**

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

**2.8 When is IP Shared or Jointly Owned or Co-owned?**

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

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

Historic and Foreground IP may be either

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

**3. IP RECORDAL REQUIREMENTS**

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

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

### 3.1 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)

### 3.2 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

### 3.3 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 properly manage such IP;

**NOTE: 2** To facilitate the easy and correct recording of IP, bidders and contractors will be required to utilise the specially constructed spread sheet

from Armscor's web site. After completion, the spreadsheet must be printed and attached to the bid, which will thus form an integral part of the bid.

#### **4. SAFEGUARDING OF IP**

##### **4.1 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.

##### **4.2 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.

##### **4.3 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.

##### **4.4 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.

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

##### **5.1 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.

## 5.2 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.

**6. 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

.....

<p>.....</p> <p>SIGNATURES OF BIDDER(S)</p>
---

DATE: .....

ADDRESS:

.....

.....

.....