



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

TMPD 05-2025.26

| | |
|----------------------------|---|
| TENDER DESCRIPTION: | TENDER FOR THE SUPPLY AND DELIVERY OF VARIOUS CALIBRES AMMUNITION FOR THE TSHWANE METRO POLICE DEPARTMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS. |
|----------------------------|---|

NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

Prepared by:
City of Tshwane Metropolitan Municipality
Tshwane House
320 Madiba Street
Pretoria CBD
0002
Tel: 012 358 9999

BID CLOSING DATE

19 FEBRUARY 2026

Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.

“Note: Bidders are required to submit electronic copies of the bid by memory stick together with the hard copy of the Bid/Proposals”



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: TSHWANE METRO POLICE DEPARTMENT

Bids are hereby invited from suppliers for the following bid:

| Bid number | Description | Department | Contact person | Compulsory briefing session | Closing date |
|-------------------|---|-------------------|-----------------------|---|---------------------------|
| TMPD 05-2025.26 | TENDER FOR THE SUPPLY AND DELIVERY OF VARIOUS CALIBRES AMMUNITION FOR THE TSHWANE METRO POLICE DEPARTMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS. | TMPD | Vusi P Mabona | Date: 23 January 2026 Venue: Main Hall, Tshwane Metro Police Department Headquarters, cnr Es'kia Mphahlele Drive and Dr WF Nkomo Street, Pretoria West Time: 10:00 | 19 February 2026 at 10:00 |

THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE (www.tshwane.gov.za) and on the E-tender portal.

Each tender shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:

“Note: Bidders are required to submit electronic copies of the bid by memory stick together with the hard copy of the Bid/Proposals”

**Tshwane House
320 Madiba Street
Pretoria CBD
0002**

Documents must be deposited in the bid box not later than 10:00 on 19 February 2026

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Vusi P Mabona (012 358 2962 or vusim@tshwane.gov.za)

- Supply chain enquiries: Mulondi Rasekgala (012 358 6636 or mulondin@tshwane.gov.za)

Bids will remain valid for a period of 90 days after the closing date.

Bids received after the closing date and time will not be considered. The City of Tshwane does not bind itself to accept the lowest or any other bid in whole or in part.

INDEX

| Number | Details | Document | Page |
|--------|--|----------|------|
| 1. | Very important notice on disqualifications | | |
| 2. | Certificate of authority for signatory | | |
| 3. | Scope of work | | |
| 4. | Pricing schedule | | |
| 5. | Invitation to bid | MBD 1 | |
| 6. | Pricing schedule: Firm prices (purchases) | MBD 3.1 | |
| 7. | Pricing schedule: Non-firm prices (purchases) | MBD 3.2 | |
| 8. | Declaration of interest | MBD 4 | |
| 9. | Declaration for procurement above R10 million (all applicable taxes Included) | MBD 5 | |
| 10. | Preference points claim form in terms of the preferential procurement regulations 2022 | MBD 6.1 | |
| 11. | Contract form: Purchase of goods or works | MBD 7.1 | |
| 12. | Declaration of past supply chain management practice | MBD 8 | |
| 13. | Certificate of independent bid determination | MBD 9 | |
| 14. | General conditions of contract | | |
| 15. | Service-level agreement | | |
| | | | |

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette* 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil or Tippex corrections were made, or any other colour ink. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state;
 - i. if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - ii. who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.
10. Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder

of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.

11. All MBD documents fully completed and fully signed? By the authorized personnel.
12. False or incorrect declarations on any of the MBD documents will result in the rejection of the bidder.
13. It is the responsibility of the bidder to disclose in MBD4 any interest in any other related companies or business whether they are bidding for this contract. Failure to disclose this interest will result in the rejection of the bid.
14. Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)
 - i. Where the bidder bid as a Joint Ventures (JV), the required or relevant documents under administrative requirements must be provided/submitted for all JV parties. (These include MBD4, MBD5, MBD8, MBD 9, CSD and/ or SARS pin, Confirmation that the bidder's municipal rates and taxes are up to date.)
 - ii. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.
 - iii. It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from City of Tshwane.
 - iv. JV agreement must be complete, relevant and signed by all parties.

Failure to comply with the above will lead to immediate disqualification.

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON
CORPORATION/JOINT VENTURE

BUSINESS/CLOSE

A. COMPANY

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on 20.....,
Mr/Ms has been duly
authorised to sign all documents in connection with
Bid Number

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

| Full name of partner | Residential address | Signature |
|----------------------|---------------------|-----------|
| | | |
| | | |
| | | |

We, the undersigned partners in the business trading as, hereby authorise to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

| | | |
|-----------|-----------|-----------|
| | | |
| Signature | Signature | Signature |

| | | |
|-------|-------|-------|
| | | |
| Date | Date | Date |

C. ONE-PERSON BUSINESS

I, the undersigned,, hereby confirm that I am the sole owner of the business trading as

| | |
|-----------|-------|
| | |
| Signature | Date |

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on 20..... at
....., Mr/Ms, whose
signature appears below, has been duly authorised to sign all documents in
connection with Bid Number

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

 2.

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Ms , authorised signatory of the company..... , acting in the capacity of the lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY |
|--------------|---------|--|
| Lead partner | | Signature: Name: Designation: |
| | | Signature: Name: Designation: |
| | | Signature: Name: Designation: |
| | | Signature: Name: Designation: |

SPECIFICATION OR TERMS OF REFERENCE
COMMUNITY SAFETY: METRO POLICE DEPARTMENT

BID NAME

Supply and delivery of various calibres ammunition to the Tshwane Metro Police Department on an as and when required basis for a period of three (3) years.

BID NUMBER

(TMPD 05-2025/26)

1. INTRODUCTION AND PURPOSE

This bid invite proposals for the supply and delivery of various calibers of ammunition to the Tshwane Metro Police Department (TMPD) on an "as and when required" basis over a period of three (3) years.

2. BACKGROUND

The Tshwane Metro Police Department (TMPD) equips each operational member with a firearm as part of their standard Tools-of-Trade, ensuring officers are adequately resourced to perform their duties effectively. In line with this, the department must also provide appropriate ammunition for each issued firearm, in compliance with the Firearms Control Act (Act 60 of 2000) and relevant licensing requirements.

The ammunition procured under this bid will be used in both training and operational contexts. This tender reflects the department's identified need for consistent and reliable provisioning of ammunition to support its mandate.

3. PROJECT SCOPE

This bid outlines the technical specifications for the supply and delivery of various calibers of ammunition to the Tshwane Metro Police Department (TMPD) on an "as and when required" basis over a period of three (3) years. These specifications comprehensively address the department's ammunition requirements.

All stipulations within this scope must be adhered to in full. **Bidders are advised that only new ammunition will be accepted – reloaded ammunition is strictly prohibited.**

As part of the evaluation process, the Chief of Police or their delegated representatives, in collaboration with officials from Group Financial Services: Supply Chain Management, will conduct sample testing and evaluation of products submitted by shortlisted bidders. This is to ensure compliance with the minimum technical specifications outlined in this document.

Tender Categories

This tender is divided into five (5) distinct categories. Bidders must indicate the categories they are bidding for:

| NR | CATEGORIES | DESCRIPTION | TICK ✓ RELEVANT CATEGORY YOU ARE BIDDING FOR |
|-----|------------|--|--|
| 3.1 | Category A | Supply, delivery and offloading of various firearm ammunition. | |
| 3.2 | Category B | Supply, delivery and offloading of various tactical grenades. | |
| 3.3 | Category C | Supply, delivery and offloading of pepper spray and neutralizers. | |
| 3.4 | Category D | Supply, delivery and offloading of shooting targets and accessories. | |

NOTE TO BIDDERS:

Bidders are advised to attach a detailed company profile demonstrating knowledge and expertise in the supply and delivery of goods regulated under the Firearms Control Act, 2000 (Act No. 60 of 2000) MUST be attached to the proposal.

3.1 CATEGORY A: VARIOUS FIREARM AMMUNITION

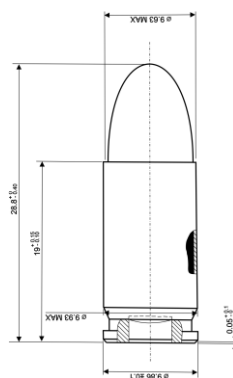
This category covers the supply and delivery of **new, factory-loaded ammunition only**. Reloaded ammunition will not be accepted. All products MUST conform to **SABS 1490 – 1989** or **Permanent International Commission for Firearm Testing (CIP)** standards.

3.1.1 ITEM 1: CALIBER: 9X19MM PARABELLUM (**NEW ONLY**)

3.1.1.1 ITEM 1.1: CALIBER: 9X19MM PARABELLUM – LIVE AMMUNITION ROUNDS

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.



| DESCRIPTION | SPECIFICATION REQUIREMENT |
|-------------------------------|-----------------------------------|
| Maximum Overall Length | 28,8mm |
| Weight Complete Round | 11,7g |
| Bullet Core: | Lead Antimony Alloy |
| Bullet Jacket: | 90/10 Cupronickel (CuNi) Alloy |
| Bullet Mass: | 7,02g - 8,13g |
| Case | Brass 70/30 |
| Primer | Non-Corrosive (Berdan/Boxer Type) |
| Propellant Powder | Double-Base |
| Grain | 115 |
| Mean Velocity (V) | 401,3 ± 15 m/s |
| Mean Chamber Pressure (Piezo) | ≤ 215 MPa |
| Accuracy (Mean Radius) | ≤ 76,2mm at 46m |

3.1.1.2 ITEM 1.2 CALIBER: 9X19MM PARABELLUM – DUMMY ROUNDS (**NEW ONLY**)

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.



- Similar weight and feel to live rounds
- Oil-resistant polymer bullet plugs (glow under flashlight)
- Magnetic fill for easy recovery
- Packaged in 10-packs

3.1.1.3 ITEM 1.3 CALIBER: 9X19MM PARABELLUM – BLANK ROUNDS (NEW ONLY)

Picture included for illustration purposes ONLY and do not prescribe any preferred product:

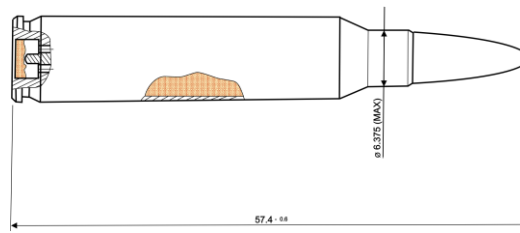


| DESCRIPTION | SPECIFICATION REQUIREMENT |
|----------------|---|
| Casing: | 28,8mm |
| Wad: | 11,7g |
| Packaging: | Lead Antimony Alloy |
| Compatibility: | 90/10 Cupronickel (CuNi) Alloy |
| Features: | Loud report, visible flash, consistent ignition, suitable for training/simulation |

3.1.2 ITEM 2: CALIBER: 5.56X45MM (NEW ONLY)**3.1.2.1 ITEM 2.1: CALIBER: 5.56X45MM – LIVE AMMUNITION ROUNDS**

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.



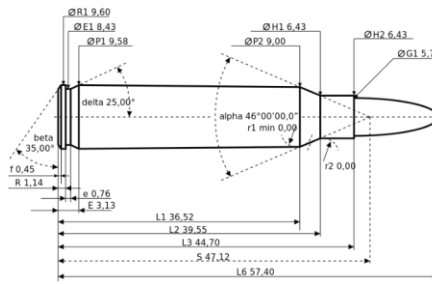
| DESCRIPTION | SPECIFICATION REQUIREMENT |
|-------------------------------|-----------------------------------|
| Max Overall Length | 57,4mm |
| Tip Colour | None specified |
| Bullet Core: | Lead Antimony Alloy |
| Bullet Jacket: | 90/10 Cupronickel (CuNi) Alloy |
| Bullet Mass: | 3,50g – 3,62g |
| Case | Brass: 70/30 |
| Primer | Non-Corrosive (Berdan/Boxer Type) |
| Propellant Powder | Double-Base |
| Mean Velocity (V) | 964± 12 m/s |
| Mean Chamber Pressure (Piezo) | ≤ 379 MPa |
| Accuracy (Mean Radius) | ≤ 50,8mm at 183m |

3.1.2.2 ITEM 2.2: CALIBER: 5.56X45MM – DUMMY ROUNDS

- Similar weight and feel to live rounds
- Solid, inert rounds for safe training
- Glass-fiber reinforced polymer (non-corrosive)
- Precision molded to match 5.56mm NATO dimensions
- Cycles and ejects like live rounds
- Packaged in 5-packs

3.1.2.3 ITEM 2.3: CALIBER: 5.56X45MM – SOFT POINT ROUNDS**Note to bidders:**

Images are for illustrative purposes only and do not endorse any specific product.



| DESCRIPTION | SPECIFICATION REQUIREMENT |
|-------------------------------|-----------------------------------|
| Max Overall Length | 56,2 – 57,3 |
| Tip Colour | 12.6 g |
| Bullet Type | Jacketed Soft Point (JSP) |
| Case Core: | Lead Antimony Alloy |
| Case Jacket: | Bonded Jacketed Soft Point |
| Case Mass: | 3,50g – 3,80g |
| Primer | Brass 70/30 |
| Propellant Powder | Non-Corrosive (Berdan/Boxer Type) |
| Mean Velocity (V) | Double-Base |
| Mean Chamber Pressure (Piezo) | 885 ± 25 m/s |
| Accuracy (Mean Radius) | ≤ 410 MPa / ≤ 30mm @ 50m |
| Approximate quantities | 200 |

3.1.2.4 ITEM 2.4: CALIBER:5.56X45MM – BLANK ROUNDS

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.

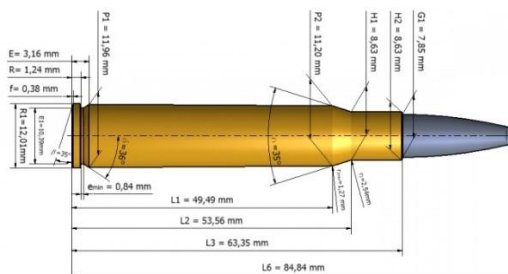


| DESCRIPTION | SPECIFICATION REQUIREMENT |
|--------------------|-----------------------------------|
| Type: | 5.56x45mm M200 blank cartridge |
| Standard: | MIL-C-60616C |
| Cartridge Mass: | 6.9 g |
| Primer: | Non-Corrosive (Berdan/Boxer Type) |
| Propellant: | Special blank powder |
| Temperature Range: | -20°C to +52°C |

3.1.3 ITEM 3: CALIBER: 30-06 FMJ – LIVE AMMUNITION ROUNDS (**NEW ONLY**) (NATURE CONSERVATION)

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.



| DESCRIPTION | SPECIFICATION REQUIREMENT |
|-------------------------|---|
| Case Type: | Rimless, bottleneck |
| Bullet Style: | Soft Point |
| Bullet Diameter: | .308 in (7.8 mm) |
| Neck Diameter: | .340 in (8.6 mm) |
| Shoulder Diameter: | .441 in (11.2 mm) |
| Base Diameter: | .471 in (12.0 mm) |
| Rim Diameter: | .473 in (12.0 mm) |
| Rim Thickness: | .049 in (1.2 mm) |
| Case Length: | 2.494 in (63.3 mm) |
| Overall Length: | 3.34 in (85 mm) |
| Case Capacity: | 68 gr H ₂ O (4.4 cm ³) |
| Rifling Twist: | 1 turn in 10 inches (25.4 cm) |
| Primer Type: | Large Rifle |
| Maximum Pressure: | 60,200 psi (415) |
| Approximate Quantities: | 200 |

3.1.4 ITEM 4: CALIBER: .308 – LIVE AMMUNITION ROUNDS (**NEW ONLY**) (NATURE CONSERVATION)

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.



| DESCRIPTION | SPECIFICATION REQUIREMENT |
|------------------------|---------------------------|
| Caliber: | .308 Winchester® |
| Bullet Weight: | 180 Grain |
| Bullet Style: | SP |
| Muzzle Velocity | 2,542 ft/s |
| Muzzle Energy: | 2,588 ft.-lbs. |
| Case Type: | Brass |
| Primer Type: | Boxer, reloadable |
| Corrosive: | No |
| Approximate quantities | 200 |

3.1.5. ITEM 5: CALIBER: .22 – LIVE AMMUNITION ROUNDS **(NEW ONLY)**
(NATURE CONSERVATION)

3.1.5.1 ITEM 5.1: CALIBER: .22 – 40 GRAIN (HOLLOW POINT)

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.



| DESCRIPTION | SPECIFICATION REQUIREMENT |
|--------------|---------------------------|
| Caliber | .22 |
| Bullet Type: | Hollow Point (HP) |

| | |
|--------------------------|----------------|
| Bullet Weight: | 40 Grain |
| Cartridge Case Material: | Brass |
| Muzzle Velocity | 1435 ft/s |
| Muzzle Energy: | 2,588 ft.-lbs. |
| Primer Type: | Rimfire |
| Approximate quantities | 200 |

3.1.5.2 ITEM 5.2: CALIBER .22 – 32 GRAIN

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.



| DESCRIPTION | SPECIFICATION REQUIREMENT |
|--------------------------|---------------------------|
| Caliber | .22 |
| Bullet Type: | Hollow Point (HP) |
| Bullet Weight: | 32 Grain |
| Cartridge Case Material: | Brass |
| Muzzle Velocity | 1640 ft/s |
| Primer Type: | Rimfire |
| Approximate quantities | 200 |

3.1.6 ITEM 6: CALIBER 7X57MM MAUSER – LIVE AMMUNITION ROUNDS (**NEW ONLY**) (NATURE CONSERVATION)

| DESCRIPTION | SPECIFICATION REQUIREMENT |
|--------------------------|---------------------------|
| Caliber: | 7X57MM MAUSER |
| Bullet Type: | Soft Point |
| Bullet Weight: | 170 Grains |
| Cartridge Case Material: | Brass |
| Muzzle Velocity: | 2428 ft/s |
| Ballistic Coefficient: | 0.405 |
| Approximate Quantities: | 200 |

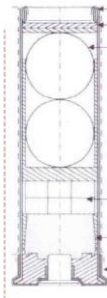
3.1.7 ITEM 7: CALIBER: 12 GAUGE SHOT GUN ROUND – LIVE AMMUNITION ROUNDS (**NEW ONLY**)

This section covers the supply and delivery of 12-Gauge shotgun rounds, including both less-lethal and lethal variants. All products must be new, conform to applicable safety and performance standards, and be suitable for operational use by the Tshwane Metro Police Department.

3.1.7.1 ITEM 7.1: CALIBER: 12 GAUGE SHOT GUN ROUND – REDUCED DOUBLE BALL BATON, LESS LETHAL

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.



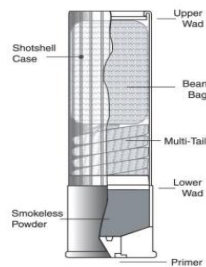
| DESCRIPTION | SPECIFICATION REQUIREMENT |
|---------------------------|-------------------------------------|
| Diameter: | 12-Gauge |
| Length: | 6.2 cm |
| Projectile Material: | 18mm Rubber Ball x 2 |
| Projectile Count: | 2 |
| Case Material: | Translucent Plastic / Brass Ferrule |
| Muzzle Energy: | 47 J |
| Muzzle Velocity: | 160 meters per second |
| Minimum Safe Range: | 10 m |
| Maximum Effective Range: | 15 m |
| Propellant: | 4.1g |
| PROJECTILE SPECIFICATIONS | |
| Caliber: | 32 |
| Diameter: | 18 mm |
| Material: | Rubber |

| | |
|-----------|----------------------------------|
| Hardness: | 75 Durometer (A) |
| Weight: | 57g per ball |
| Warranty: | 4 years from date of manufacture |

3.1.7.2 ITEM 7.2: CALIBER: 12 GAUGE SHOT GUN ROUND – HYDRO-KINETIC, SHORT RANGE IMPACT BAG, LESS LETHAL

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.

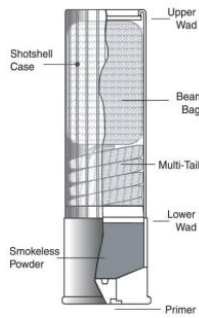


| DESCRIPTION | SPECIFICATION REQUIREMENT |
|---------------------------|--|
| Diameter: | 12-Gauge |
| Length: | 6.3 cm |
| Case Material: | Translucent Plastic / Brass Ferrule |
| Muzzle Velocity: | 82 meters per second |
| Minimum Safe Range: | 6.1 m |
| Maximum Effective Range: | 22.9 m |
| PROJECTILE SPECIFICATIONS | |
| Caliber: | 32 |
| Length: | 12.7 cm |
| Projectile Material: | Tear-shaped bag with tails filled with #9 shot |
| Projectile Count: | 1 |
| Material: | Cotton and ballistic material blend |
| Weight: | 40 g |
| Warranty: | 5 years from date of manufacture |

3.1.7.3 ITEM 7.3: CALIBER: 12 GAUGE SHOT GUN ROUND – HYDRO-KINETIC, SHORT RANGE IMPACT BAG WITH MARKING POWDER, LESS LETHAL

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.

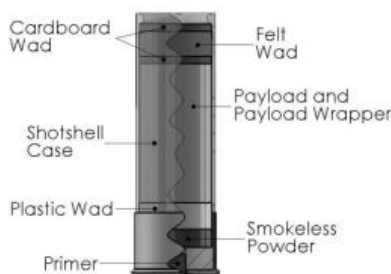


| DESCRIPTION | SPECIFICATION REQUIREMENT |
|---------------------------|--|
| Diameter: | 12-Gauge |
| Length: | 6.3 cm |
| Case Material: | Translucent Plastic / Brass Ferrule |
| Muzzle Velocity: | 82 meters per second |
| Minimum Safe Range: | 6.1 m |
| Maximum Effective Range: | 22.9 m |
| PROJECTILE SPECIFICATIONS | |
| Caliber: | 32 |
| Length: | 12.7 cm |
| Projectile Material | Tear-shaped bag with tails filled with #9 shot |
| Projectile Count | 1 |
| Material | Cotton and ballistic material blend |
| Weight | 40 g |
| Warranty | 4 years from date of manufacture |

3.1.7.4 ITEM 7.4: CALIBER: 12 GAUGE SHOT GUN ROUND – MUZZLE BLAST POWDER OLEORESIN CAPSICUM (OC) (PEPPER SPRAY), LESS LETHAL

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.

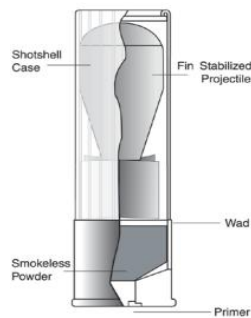


| DESCRIPTION | SPECIFICATION REQUIREMENT |
|-----------------------------|--|
| Diameter | 12-Gauge |
| Length | 6.48 cm |
| Maximum Range | 3.05 m |
| Active Agent | Oleoresin Capsicum (OC) (Pepper Spray) |
| Active Agent Payload Weight | 0.092 g |
| Discharge Time | Instantaneous |
| Warranty | 5 years from date of manufacture |

3.1.7.5 ITEM 7.5: CALIBER: 12 GAUGE SHOT GUN ROUND – RUBBER FIN STABILIZED (DIRECT FIRE), OLEORESIN CAPSICUM (OC) (PEPPER SPRAY), LESS LETHAL

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.



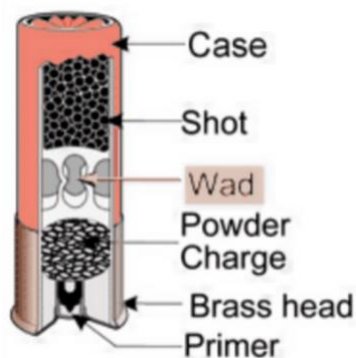
| DESCRIPTION | SPECIFICATION REQUIREMENT |
|---------------------------|-------------------------------------|
| Diameter: | 12-Gauge |
| Length: | 5.94 cm |
| Case Material: | Translucent Plastic / Brass Ferrule |
| Muzzle Velocity: | 152 meters per second |
| Minimum Safe Range: | 4.6 m |
| Maximum Effective Range: | 10.7 m |
| PROJECTILE SPECIFICATIONS | |
| Caliber: | 32 |
| Length: | 4.3 cm |
| Projectile Material: | Finned Projectile |
| Projectile Count: | 1 |
| Material: | Rubber |
| Hardness: | 75 Durometer (A) |

| | |
|-----------|----------------------------------|
| Weight: | 5.8 g |
| Warranty: | 6 years from date of manufacture |

3.1.7.6 ITEM 7.6: CALIBER: 12 GAUGE SHOT GUN ROUND – BIRD SHOT (NR 7), LETHAL

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.



| DESCRIPTION | SPECIFICATION REQUIREMENT |
|---------------------------|-------------------------------------|
| Diameter: | 12-Gauge |
| Length: | 5.94 cm |
| Case Material: | Translucent Plastic / Brass Ferrule |
| Muzzle Velocity: | 152 meters per second |
| Minimum Safe Range: | 4.6 m |
| Maximum Effective Range: | 10.7 m |
| PROJECTILE SPECIFICATIONS | |
| Caliber: | 32 |
| Length: | 4.3 cm |
| Projectile Material: | BB 4.7 mm Metal Pallets |
| Projectile Count: | TC to complete |
| Material: | TC to complete |
| Hardness: | TC to complete |

| | |
|---------|----------------|
| Weight: | TC to complete |
|---------|----------------|

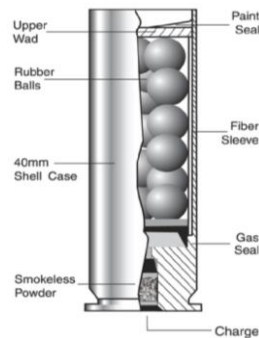
3.1.8 ITEM 8: CALIBER: 40MM ROUND – LIVE AMMUNITION ROUNDS (**NEW ONLY**)

This section covers the supply and delivery of 12-Gauge shotgun rounds, including both less-lethal and lethal variants. All products must be new, conform to applicable safety and performance standards, and be suitable for operational use by the Tshwane Metro Police Department.

3.1.8.1 ITEM 8.1: CALIBER: 40MM ROUND – HORNET’S NEST, .60 CAL RUBBER BALLS (21 COUNT), LESS LETHAL

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.

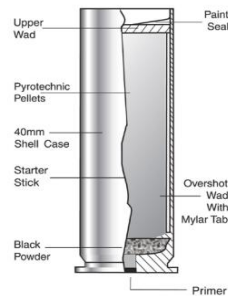


| DESCRIPTION | SPECIFICATION REQUIREMENT |
|---------------------------|----------------------------------|
| Diameter: | 40mm (1.60 in) |
| Length: | 12.2 cm (4.80 in) |
| Projectile Count: | 21 |
| Velocity: | 325 fps (99 mps) |
| Minimum Safe Range: | 4.6 m (15 ft) |
| Maximum Effective Range: | 15.2 m (50 ft) |
| PROJECTILE SPECIFICATIONS | |
| Caliber: | 60 |
| Material: | Rubber |
| Hardness: | 60 Durometer (A) |
| Weight: | 2.5 g (0.08 oz) |
| Warranty: | 5 years from date of manufacture |

3.1.8.2 ITEM 8.2: CALIBER: 40MM ROUND – REACT EXTENDED RANGE, OLEORESIN CAPSICUM (OC) (PEPPER SPRAY) PAYLOAD PROJECTILE, LESS LETHAL

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.



| DESCRIPTION | SPECIFICATION REQUIREMENT |
|------------------------------|--|
| Diameter: | 40mm |
| Length: | 122mm / 12.2 cm |
| Maximum Range: | 137 meters |
| Active Agent: | Oleoresin Capsicum (OC) (Pepper Spray) |
| Active Agent Payload Weight: | 7.3 g |
| Discharge Time: | 20 – 40 seconds |
| Warranty: | 5 years from date of manufacture |

3.2 CATEGORY B: TACTICAL GRENADES

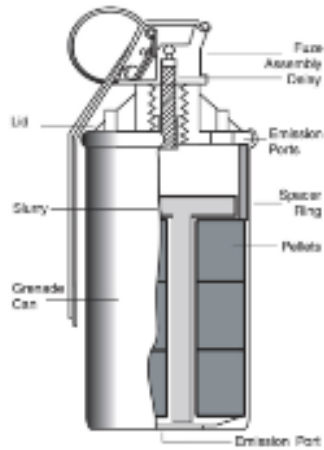
This category covers the supply and delivery of **new, factory-loaded ammunition (Tactical Grenades) only**. Reloaded ammunition will not be accepted. All products MUST conform to **SABS 1490 – 1989** or **Permanent International Commission for Firearm Testing (CIP)** standards, compliant with operational safety standards, and suitable for law enforcement use.

3.2.1 ITEM 1: EXPULSION GRENADE, OLEORESIN CAPSICUM (OC) (PEPPER SPRAY) (**NEW ONLY**)

A high volume, continuous discharge grenade in Oleoresin Capsicum (OC) (Pepper Spray).

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.



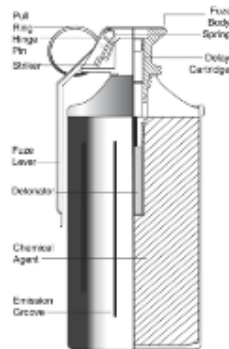
| DESCRIPTION | SPECIFICATION REQUIREMENT |
|-----------------|---------------------------|
| Diameter: | 38 mm (1.5 in) |
| Length: | 147mm (5.8 in) |
| Submunitions: | Not Applicable |
| Fuse: | M201A1 Mil-Spec |
| Payload Weight: | 10 grams OC |
| Discharge Time: | Instantaneous |
| Launch able: | No |
| Warranty: | 5 Years |

3.2.2 ITEM 2: TACTICAL BLAST STUN GRENADE (**NEW ONLY**)

An instantaneous Blast Grenade for both indoor and outdoor use.

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.



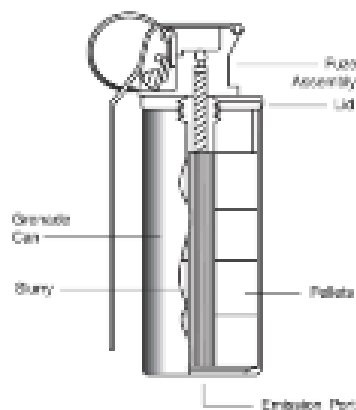
| DESCRIPTION | SPECIFICATION REQUIREMENT |
|--------------------|---------------------------|
| Reload: | Non-Reloadable |
| Diameter: | 2.0 in (50 mm) |
| Length: | 4.5 in (115 mm) |
| Fuse: | Model M201A1 |
| Explosive Content: | 29 g Flash Powder |
| Sound Level: | 177 dB @ 5 ft (1.5 m) |
| Light Level: | 6-10 million Candela |
| Material: | Cardboard |
| Product Weight: | 0.44 lbs (198 g) |
| Warranty: | 4 Years |

3.2.3 ITEM 3: POCKET SMOKE GRENADE, WHITE SMOKE (**NEW ONLY**)

A small, lightweight, easily carried, quick burning, reduced volume, and continuous discharge grenade available in OC (Part No 1019), CN (Part No 1015), CS (Part No 1016), and Saf-Smoke™ (Part No 1017).

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.



| DESCRIPTION | SPECIFICATION REQUIREMENT |
|-------------|---------------------------|
|-------------|---------------------------|

| | |
|-------------------|---------------------|
| Diameter: | 1.4 inches or 36mm |
| Length: | 4.5 inches or 114mm |
| Submunitions: | Not Applicable |
| Fuse: | Model M201A1 Type |
| Smoke Mix Weight: | 100 grams WS |
| Discharge Time: | 20-40 sec |
| Launchable: | Yes |
| Warranty: | 5 Years |
| Diameter: | 1.4 in (36mm) |
| Length: | 4.5in (114mm) |

3.3 CATEGORY C: PEPPER SPRAY AND NEUTRALIZERS

This category encompasses the supply and delivery of new, factory-manufactured pepper spray and neutralizer units, each paired with a durable black webbing belt holster designed for operational use by members of the Tshwane Metro Police Department (TMPD).

The products specified under this category are intended to support Tshwane Metro Police Department (TMPD) officers in both law enforcement and crowd control scenarios, providing non-lethal means of self-defense and subject compliance.

The pepper spray must deliver a high-volume, direct stream capable of incapacitating aggressive individuals, while the neutralizer must effectively counteract the effects of chemical agents such as Oleoresin Capsicum (OC), Mace (CN), and Teargas (CS). Each unit must meet stringent safety, performance, and durability standards, ensuring reliability in high-pressure environments. All components must be non-toxic, non-flammable, and environmentally friendly, with a minimum shelf life of five years.

This category is critical to Tshwane Metro Police Department's (TMPD) operational readiness and public safety mandate, and bidders are expected to comply fully with the technical specifications, packaging, and verification requirements outlined in this document.

3.3.1 ITEM 1: PEPPER SPRAY AND NEUTRALIZER WITH BLACK WEBBING BELT HOLSTER
 PEPPER SPRAY SPECIFICATIONS:

| FEATURE | REQUIREMENT |
|----------------------|--|
| Canister | Seamless, corrosion-resistant, 100ml capacity |
| Actuator | Spring-loaded brown flip top with safety lock |
| Spray Pattern | High-volume direct stream |
| Minimum Range | 5–6 meters |
| Label | Brown with white indelible, water-resistant text |
| Required Markings | TMPD emblem, “PEPPER SPRAY”, “Direct Stream”, volume, batch number, expiry date, serial number, warnings, manufacturer details |
| Chemical Composition | Hydrocarbon solvent-based Capsicum |
| OCT Strength | 1,000,000 ±10% Scoville |
| Shelf Life | Minimum 5 years |
| Propellant | High-pressure, non-flammable, environmentally friendly |
| Safety | Non-toxic, medically safe solvents |
| Operating Temp | -10°C to 50°C ±5°C |
| Discharge | Full discharge when valve is permanently activated |

NEUTRALIZER SPECIFICATIONS

| FEATURE | REQUIREMENT |
|-------------------------|--|
| Canister | Seamless aluminium, 100ml capacity |
| Actuator | Bright-coloured spring-loaded flip top with safety lock |
| Spray Pattern | Low-pressure foam discharge |
| Label | Brown with white indelible, water-resistant text |
| Required Markings | TMPD emblem, "NEUTRALISER", "Foam", volume, batch number, expiry date, serial number, warnings, manufacturer details |
| Neutralizing Capability | Effective against OC (Pepper Spray), CN (Mace), CS (Teargas) |
| Shelf Life | Minimum 5 years |
| Safety | Non-toxic, non-flammable, medically safe |
| Operating Temp | -10°C to 50°C ±5°C |
| Discharge | Full discharge when valve is permanently activated |

HOLSTER SPECIFICATIONS

| FEATURE | REQUIREMENT |
|----------|---|
| Type | Twin Canister Holster |
| Fit | 2 x 100ml canisters on 50mm web belt |
| Material | Heavy-duty nylon (not plastic moulded), black |
| Safety | Must prevent easy removal of canisters |

PACKAGING & DELIVERY

- Each unit (pepper spray + neutralizer + holster + user manual) must be packed in cardboard boxes.
- Maximum 500 units per box.
- Box must be clearly marked with:
 - Tshwane Metro Police Department (TMPD)
 - Product type (Pepper Spray / Neutralizer)
 - Quantity
 - Serial number
 - Batch number
 - Expiry date

VERIFICATION & EVALUATION

- Samples Required:
Upon request, bidders must submit 2 complete samples (pepper spray, neutralizer, holster) within 7 days.
- Certificate of Conformance (CoC):
Must accompany each delivery, signed by the contractor and Tshwane Metro Police Department (TMPD) representative.
- Independent Testing:
Tshwane Metro Police Department (TMPD) reserves the right to conduct independent testing at City of Tshwane's expense.

3.4 CATEGORY D: SHOOTING TARGETS AND ACCESSORIES

This category encompasses the supply and delivery of new, factory-manufactured shooting targets and related accessories for use by the Tshwane Metro Police Department (TMPD). These items are essential for supporting the department's ongoing firearms training, proficiency assessments, and tactical readiness programs.

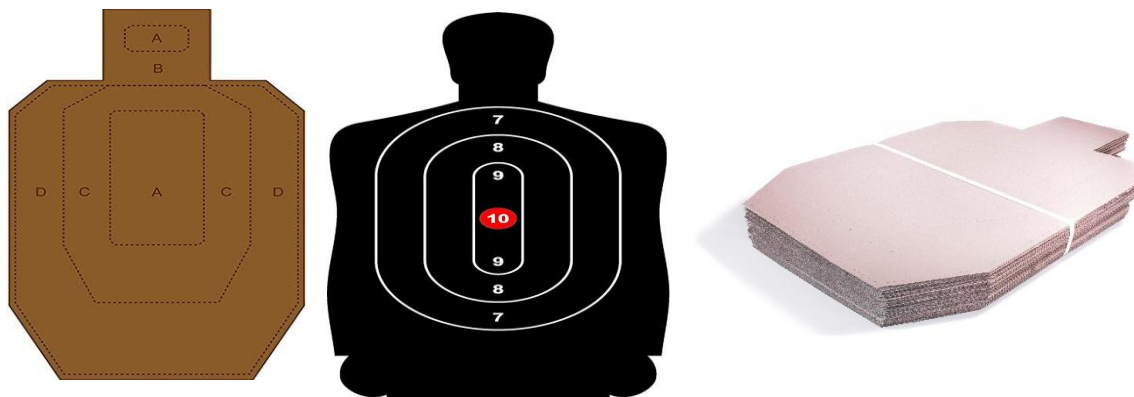
The shooting targets and accessories specified under this category are intended for use in both indoor and outdoor training environments and must be suitable for a range of calibers and weapon types issued to Tshwane Metro Police Department (TMPD) officers.

All items must meet industry standards for safety, visibility, and performance, and must be compatible with Tshwane Metro Police Department (TMPD) existing training infrastructure.

3.4.1 ITEM 1: SHOOTING TARGETS

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.



FULL BODY CARDBOARD TARGET

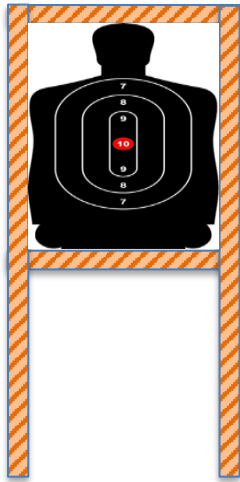
| FEATURE | REQUIREMENT |
|-----------------|----------------------------|
| Type: | Full-body cardboard target |
| Dimensions: | 600mm x 800mm |
| Material: | Cardboard |
| Color: | Brown/White |
| Alternate Size: | 360mm x 560mm |

3.4.2 ITEM 2: SHOOTING RANGE TARGET FRAMES

The shooting range target frames are essential components for securely mounting training targets during firearms practice. These frames must be durable, stable, and compatible with the target dimensions specified in Item 1.

Note to bidders:

Images are for illustrative purposes only and do not endorse any specific product.



| FEATURE | REQUIREMENT |
|--|--|
| MATERIAL: | |
| <ul style="list-style-type: none"> It is constructed from pine brandering, known for its balance of strength and affordability. Timber must be treated to resist moisture, warping, and insect damage, especially for outdoor use. | |
| DIMENSIONS: | |
| Frame Members: | 38 mm x 38 mm square profile. |
| Height: | 2000 mm (2 meters) to accommodate full-body cardboard targets (600 mm x 800 mm). |
| Base Width: | Minimum 600 mm for stability, with optional cross-bracing. |
| DESIGN REQUIREMENTS: | |
| <ul style="list-style-type: none"> Must include a backing board or support panel to hold the target securely. Should allow for easy attachment and removal of targets (e.g., via clips, staples, or mounting slots). Frames must be freestanding or compatible with ground anchoring systems to prevent tipping during use. | |

| |
|---|
| <ul style="list-style-type: none"> • Design must support quick setup and breakdown for mobility between training locations. |
| FINISH: |
| <ul style="list-style-type: none"> • Surfaces must be smooth and splinter-free to ensure safe handling. • Painted or sealed with a non-reflective finish to avoid glare during shooting exercises. |
| COMPATIBILITY: |
| <ul style="list-style-type: none"> • Must be fully compatible with the cardboard targets specified in Item 1. • Suitable for both indoor and outdoor shooting ranges. |
| DURABILITY: |
| <ul style="list-style-type: none"> • Capable of withstanding repeated use and exposure to environmental conditions. • Must maintain structural integrity when exposed to recoil vibrations and minor impacts. |

4. DELIVERABLES

The successful bidder will be required to supply the goods as specified in the tender documentation, strictly in accordance with the approved specifications and timelines.

4.1 LEAD TIME FOR DELIVERY

The lead time for delivery of categories A & B is expected to be between 30 to 60 calendar days from the date of placement of an official Purchase Order by the City of Tshwane. For categories C & D, the successful service provider/s must deliver the required goods or services within thirty (30) working days from receipt of the official Purchase Order.

4.2 CONDITIONS OF DELIVERY

Upon acceptance of the tender, the successful bidder is obligated to commence with the supply and delivery only upon receipt of an official Purchase Order issued by the

City of Tshwane. Failure to deliver within the stipulated timeframe or in accordance with the specifications may result in:

- Cancellation of the award.
- Appointment of the next qualifying bidder without further notice.

4.3 DELIVERY EXPECTATIONS

All deliveries must be made to the designated Tshwane Metro Police Department (TMPD) facility or location as specified in the Purchase Order. Deliveries must be accompanied by:

- A delivery note referencing the Purchase Order number.
- Statement of account for that month.
- Invoice that reflects the City of Tshwane VAT number.
- Any required certificates of conformance, user manuals, or supporting documentation as outlined in the tender specifications.

4.4 PERFORMANCE MONITORING

The City of Tshwane reserves the right to monitor delivery performance and adherence to timelines. Repeated delays or non-performance may result in:

- Formal performance warnings.
- Contract termination, and/or.
- Listing on the database of restricted suppliers.

5. PENALTIES

All bidders participating in this tender for categories A & B are required to comply fully with the provisions of the Firearms Control Act, 2000 (Act No. 60 of 2000), as amended. This includes, but is not limited to, the lawful possession, manufacture, importation, exportation, and distribution of firearms and ammunition.

The successful service provider will be held accountable for the quality and reliability of all products delivered under this contract.

Specifically:

- Any product that mechanically fails due to a manufacturing defect within one (1) year of delivery must be replaced, delivered, and offloaded at the designated

Tshwane Metro Police Department (TMPD) facility or location, at no cost to the City of Tshwane.

- Penalties shall apply in cases where ammunition:
 - Does not meet the quality and technical specifications outlined in the tender.
 - It is found to have patent or latent defects that render it unsafe or unusable.
 - Causes or poses a risk of injury to any City of Tshwane employee.
 - Results in or may result in damage to Tshwane Metro Police Department (TMPD) firearms.

In the event of any deviation from the required quality or specifications, the entire batch of ammunition may be rejected during the three (3) year contract period. A penalty of 5% of the total purchase order value will be imposed unless the defective products are replaced within the agreed-upon timeframe.

5.1 LEGAL COMPLIANCE REQUIREMENTS

The successful bidder must:

- Hold valid and certified license from the South African Police Service (SAPS) as a licensed firearms and ammunition dealer, manufacturer, or importer/exporter.
- Ensure that all ammunition supplied under this contract is new, factory-loaded, and compliant with SABS 1490 – 1989 or Permanent International Commission for Firearms Testing (CIP) standards.
- Maintain full traceability of all ammunition batches delivered, including serial numbers, batch numbers, and expiry dates.

5.2 CONSEQUENCES OF NON-COMPLIANCE

Failure to comply with the Firearms Control Act, 2000 (Act No. 60 of 2000) and related regulations will result in serious contractual and legal consequences, including:

- Immediate Termination of Contract
The City of Tshwane reserves the right to terminate the contract without prior notice if the service provider is found to be in breach of any legal requirement under the Act.
- Disqualification and Blacklisting

Non-compliant bidders may be disqualified from current and future tenders and may be listed on the National Treasury's Database of Restricted Suppliers.

- Criminal Prosecution

Offences under the Firearms Control Act, 2000 (Act No. 60 of 2000) may result in criminal charges, including:

- Unlawful possession or trade in ammunition: punishable by up to 15 years' imprisonment.
- Unlicensed manufacturing or importation: subject to mandatory penalties under the Criminal Law Amendment Act.
- Failure to store or transport ammunition safely: may result in revocation of licenses and additional sanctions.

5.3 FINANCIAL LIABILITY

Any financial losses or damages incurred by the City of Tshwane due to non-compliance will be recovered from the service provider.

5.4 VERIFICATION AND ENFORCEMENT

The City of Tshwane reserves the right to:

- Conduct compliance audits and site inspections.
- Request certificates of conformance, licensing documentation, and proof of regulatory compliance at any stage of the contract.
- Refer any suspected violations to the South African Police Service (SAPS) and relevant regulatory authorities for investigation.

5.5 CONTRACTUAL NON-COMPLIANCE

Failure by the service provider to comply with any of the terms, conditions, or specifications outlined in this tender document will result in immediate termination of the contract, without prior notice. In such cases:

- The City of Tshwane reserves the right to appoint the next qualifying bidder.
- Any financial implications arising from the termination, including costs incurred due to non-performance, will be for the account of the defaulting service provider.

6. STAGES OF EVALUATION

This tender will be evaluated on the following stages:

- Stage 1: Administrative Compliance.
- Stage 2: Mandatory Requirements. (All categories)
- Stage 3: Samples Evaluation (Category C and D only).
- Stage 4: Preference Point Evaluation System

6.1 STAGE 1: **ADMINISTRATIVE COMPLIANCE**

Bidders shall be evaluated for administrative compliance as requested by the City of Tshwane's Supply Chain Management requirements.

| Compulsory Returnable Documentation (Submission of these are compulsory) | Submitted (YES or NO) | Checklist (Guide for Bidder and the Bid Evaluation Committee) |
|---|--------------------------|---|
| a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> • Tax compliance status PIN. or • Central Supplier Database (CSD) | | Tax status must be compliant before the award. |
| b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number; | | CSD must be valid. |
| c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area | | Was a Municipal Account Statement, signed lease agreement or letter from the local councillor provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days? |
| d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: <ul style="list-style-type: none"> • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area | | Was a Municipal Account Statement, signed lease agreement or letter from the local councillor provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days? |
| e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or | | All documents fully completed (i.e. no blank spaces)? All documents fully signed by (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? |

| Compulsory Returnable Documentation (Submission of these are compulsory) | Submitted (YES or NO) | Checklist (Guide for Bidder and the Bid Evaluation Committee) |
|--|--------------------------|--|
| <p>delegation of authority should be submitted with the bid document.</p> <p>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u></p> | | <p>Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other colour ink, or non-submission of the MBD forms, will be considered)?</p> |
| <p>f) Audited Financial Statements for the most recent three (3) years or Audited Financial Statements from date of existence for companies less than three years old.</p> <p>NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p> | | <p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor) Or proof that the bidder is not required by law to prepare audited financial statements.</p> |
| <p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p> <p>NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.</p> | | <p>If applicable. JV agreement provided? JV agreement complete and relevant?</p> <p>Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.</p> |
| <p>h) Bidder attended a compulsory briefing session where applicable</p> | | <p>A compulsory briefing register must be signed by the bidder.</p> <p>Bidders will be disqualified should they fail to attend compulsory briefing session</p> |
| <p>i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.</p> | | <p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature or initialising thereto.</p> <p>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</p> |

6.2 STAGE 2: MANDATORY REQUIREMENTS

IMPORTANT NOTE TO BIDDERS:

All documentation listed below must be attached to the bid proposal. Failure to submit any of the required information will result in the bid being disqualified. Non-compliance or neglect to meet any of the compulsory requirements will render the bid invalid.

| NO | MANDATORY REQUIREMENT | COMMENT YES/NO |
|---|--|-----------------------|
| 1. MANDATORY TENDER REQUIREMENTS: CATEGORIES A & B | | |
| Bidders are expected to comply with all the pre-qualification and mandatory requirements stated for this bid to proceed to the next stage of the evaluation. Bidders must comply with the following provisions of the Firearm Control Act (Act 60 of 2000). | | |
| 1.1 | <p>CERTIFICATIONS AND LICENCES</p> <p>DEALERS - Chapter 7 Part 1 – Dealers (Firearm Control Act, 200 (Act 60 of 2000))</p> <p>Valid certifications must be provided for the following licensed as a dealer</p> <ul style="list-style-type: none"> ▪ Submit a VALID DEALER'S LICENSE (as per Section 34 Firearm Control Act, (Act 60 of 2000) Dealers' license). ▪ Submit a VALID COMPETENCY CERTIFICATE issued to a natural person who engages in trading on behalf of the dealer (as per Section 32 - Firearm Control Act, (Act 60 of 2000)). <p>IMPORTANT:</p> <p>If the dealers' license has expired, the bidder may submit the following documents with the expired license:</p> <ul style="list-style-type: none"> ▪ A dealer whose license expired must prove that a renewal application was lodged at least 90 days before expiry of the license, failure to submit acceptable proof such a bidder will | |

| | | |
|-----|--|--|
| | <p>be disqualified. (Section 35 – Firearm Control Act, (Act 60 of 2000) Renewal of dealer’s license).</p> <ul style="list-style-type: none"> ▪ A dealer must submit a TEMPORARY AUTHORIZATION (as per Section 36 – Firearm Control Act, (Act 60 of 2000) Temporary authorization to trade in firearms and ammunition on a premises other than those specified in dealers’ license) <p style="text-align: center;">OR</p> <p>MANUFACTURERS Chapter 7 Part 2 – Manufacture (Firearm Control Act, 200 (Act 60 of 2000)</p> <ul style="list-style-type: none"> • Certification as a licensed manufacturer. <ul style="list-style-type: none"> ▪ Where the bidder is a manufacturer of firearms and ammunition, such a manufacturer will be required to: ▪ Submit PROOF OF MANUFACTURERS LICENSE (Section 46 to 50) Firearm Control Act, (Act 60 of 2000). ▪ Submit a VALID COMPETENCY CERTIFICATE issued to a natural person who engages in trading on behalf of the MANUFACTURER (as per Section 32 - Firearm Control Act, (Act 60 of 2000). • As a manufacturer the bidder must confirm and specify the HEAD STAMPS to be used on cartridges. | |
| 1.2 | CARRIAGE IN-TRANSIT OF FIREARMS AND AMMUNITION | |
| | <p>South African Police Service (SAPS) certification as an importer, or exporter, or carriage in-transit of firearms and ammunition.</p> <p>NOTE:</p> <p>The bidders must submit a certified copy of a valid firearms transportation permit.</p> | |
| 1.3 | PROOF OF EXPERIENCE | |
| | <p>A minimum of five (5) years’ proven experience in the supply and delivery of firearms, ammunition, safes and other firearm-related accessories as prescribed by the Firearm Control Act, (Act 60 of 2000).</p> | |

| | | |
|---|--|--|
| | <p>Bidders must submit at least one or more reference letter(s) to support the above requirement confirming:</p> <ul style="list-style-type: none"> • Value of the contract. • Duration of service. • Relevant purchase order numbers. • Copies of purchase orders and signed delivery notes. | |
| 2. MANDATORY TENDER REQUIREMENTS: CATEGORY C | | |
| 2.1 | <p>PROOF OF EXPERIENCE</p> <p>A minimum of three (3) years' experience in supplying and delivery of products is required. Bidders must submit at least one reference letter to support the above requirement confirming:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Value of the contract. <input type="checkbox"/> Duration of service. <input type="checkbox"/> Relevant purchase order numbers. <input type="checkbox"/> Copies of purchase orders and signed delivery notes. | |
| 2.2 | <p>A product brochure MUST be submitted detailing the proposed product, including a comprehensive explanation of the chemical composition of both the pepper spray and the neutralizer.</p> | |
| 3. MANDATORY TENDER REQUIREMENTS: CATEGORY D | | |
| 3.1 | <p>PROOF OF EXPERIENCE</p> <p>A minimum of three (3) years' experience in supplying and delivery of products is required. Bidders must submit at least one reference letter to support the above requirement confirming:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Value of the contract. <input type="checkbox"/> Duration of service. <input type="checkbox"/> Relevant purchase order numbers. <input type="checkbox"/> Copies of purchase orders and signed delivery notes. | |
| 3.2 | <p>A product brochure MUST be submitted for Item 1 only (Shooting Targets), detailing specifications and product features.</p> | |

6.3 STAGE 3: EVALUATION OF SAMPLES (CATEGORY C & D)

For Category C (Pepper Spray and Neutralizers) and Category D (Shooting Targets and Accessories), shortlisted bidders will be required to submit product samples for physical testing and evaluation. This stage is critical to ensure that proposed products meet the minimum technical specifications, operational standards, and quality expectations of the Tshwane Metro Police Department (TMPD).

Evaluation Process

The evaluation will be conducted by:

- The Chief of Police or their delegated representatives.
- Designated officials from Group Financial Services: Supply Chain Management.
- Nominated personnel from Tactical Policing Operations for visual screening and technical verification.

Samples will only be requested from shortlisted bidders via a formal email issued by the Supply Chain Management Division. Each bidder must submit one (1) complete sample per category in its original manufacturer packaging, free of charge. All samples will remain the property of Tshwane Metro Police Department (TMPD). Samples must comply with all the requirements stated below.

CATEGORY C (PEPPER SPRAY AND NEUTRALIZERS)

PEPPER SPRAY SPECIFICATIONS:

| FEATURE | REQUIREMENT | DOES THE SAMPLE COMPLY YES / NO |
|------------------|---|--|
| Canister | Seamless, corrosion-resistant, 100ml capacity | |
| Actuator | Spring-loaded brown flip top with safety lock | |
| Spray Pattern | High-volume direct stream | |
| Minimum Range | 5–6 meters | |

| | | |
|----------------------|--|--|
| Label | Brown with white indelible, water-resistant text | |
| Required Markings | TMPD emblem, "PEPPER SPRAY", "Direct Stream", volume, batch number, expiry date, serial number, warnings, manufacturer details | |
| Chemical Composition | Hydrocarbon solvent-based Capsicum | |
| OCT Strength | 1,000,000 \pm 10% Scoville | |
| Shelf Life | Minimum 5 years | |
| Propellant | High-pressure, non-flammable, environmentally friendly | |
| Safety | Non-toxic, medically safe solvents | |
| Operating Temp | -10°C to 50°C \pm 5°C | |
| Discharge | Full discharge when valve is permanently activated | |

NEUTRALIZER SPECIFICATIONS

| FEATURE | REQUIREMENT | DOES THE SAMPLE COMPLY YES / NO |
|---------------|---|------------------------------------|
| Canister | Seamless aluminium, 100ml capacity | |
| Actuator | Bright-coloured spring-loaded flip top with safety lock | |
| Spray Pattern | Low-pressure foam discharge | |
| Label | Brown with white indelible, water-resistant text | |

| | | |
|-------------------------|--|--|
| Required Markings | TMPD emblem, "NEUTRALISER", "Foam", volume, batch number, expiry date, serial number, warnings, manufacturer details | |
| Neutralizing Capability | Effective against OC (Pepper Spray), CN (Mace), CS (Teargas) | |
| Shelf Life | Minimum 5 years | |
| Safety | Non-toxic, non-flammable, medically safe | |
| Operating Temp | -10°C to 50°C ±5°C | |
| Discharge | Full discharge when valve is permanently activated | |

HOLSTER SPECIFICATIONS

| FEATURE | REQUIREMENT | DOES THE SAMPLE COMPLY YES / NO |
|----------|---|------------------------------------|
| Type | Twin Canister Holster | |
| Fit | 2 x 100ml canisters to fit on 50mm web belt | |
| Material | Heavy-duty nylon (not plastic moulded), black | |
| Safety | Must prevent easy removal of canisters | |

CATEGORY D (SHOOTING TARGETS AND ACCESSORIES)**SHOOTING TARGETS**

| FEATURE | REQUIREMENT | DOES THE SAMPLE COMPLY YES / NO |
|-----------------|----------------------------|--|
| Type: | Full-body cardboard target | |
| Dimensions: | 600mm x 800mm | |
| Material: | Cardboard | |
| Color: | Brown/White | |
| Alternate Size: | 360mm x 560mm | |

ACCESSORIES: ASSEMBLED TARGETS FRAMES

| FEATURE | REQUIREMENT | DOES THE SAMPLE COMPLY YES / NO |
|--|--|--|
| MATERIAL: | | |
| <ul style="list-style-type: none"> It is constructed from pine brandering, known for its balance of strength and affordability. Timber must be treated to resist moisture, warping, and insect damage, especially for outdoor use. | | |
| DIMENSIONS: | | |
| Frame Members: | 38 mm x 38 mm square profile. | |
| Height: | 2000 mm (2 meters) to accommodate full-body cardboard targets (600 mm x 800 mm). | |

| | | |
|--|--|--|
| Base Width: | Minimum 600 mm for stability, with optional cross-bracing. | |
| DESIGN REQUIREMENTS: | | |
| <ul style="list-style-type: none"> Must include a backing board or support panel to hold the target securely. | | |
| <ul style="list-style-type: none"> Should allow for easy attachment and removal of targets (e.g., via clips, staples, or mounting slots). | | |
| <ul style="list-style-type: none"> Frames must be freestanding or compatible with ground anchoring systems to prevent tipping during use. | | |
| <ul style="list-style-type: none"> Design must support quick setup and breakdown for mobility between training locations. | | |
| FINISH: | | |
| <ul style="list-style-type: none"> Surfaces must be smooth and splinter-free to ensure safe handling. | | |
| <ul style="list-style-type: none"> Painted or sealed with a non-reflective finish to avoid glare during shooting exercises. | | |
| COMPATIBILITY: | | |
| <ul style="list-style-type: none"> Must be fully compatible with the cardboard targets specified in Item 1. | | |
| <ul style="list-style-type: none"> Suitable for both indoor and outdoor shooting ranges. | | |
| DURABILITY: | | |
| <ul style="list-style-type: none"> Capable of withstanding repeated use and exposure to environmental conditions. | | |
| <ul style="list-style-type: none"> Must maintain structural integrity when exposed to recoil vibrations and minor impacts. | | |

6.4 STAGE 4: PREFERENCE POINT SYSTEM

The evaluation of bids will include a Preference Point System in accordance with the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and its 2022 Regulations. For this bid, the 80/20-point system will be applied as follows:

- 80 points will be allocated for price.
- 20 points will be allocated for specific goals.

SPECIFIC GOALS

To claim points under the specific goals component, bidders must submit valid supporting documentation with their bid proposal. These documents must clearly demonstrate compliance with the specific goals outlined below.

IMPORTANT:

- Failure to submit supporting documentation for specific goals will not result in disqualification, but the bidder will receive zero (0) points out of the 20 allocated for specific goals.
- In such cases, the bidder will be evaluated solely on price (maximum 80 points).
- The City of Tshwane reserves the right to act against any bidder found to have claimed specific goal points fraudulently.

SPECIFIC GOAL CRITERIA AND DOCUMENTATION REQUIREMENTS

| SPECIFIC GOALS | 80/20 PREFERENCE POINT SYSTEM | PROOF OF SPECIFIC GOALS TO BE SUBMITTED |
|---|---|---|
| BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant | <ul style="list-style-type: none"> • 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points | Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate. |
| EME and/ or QSE | 2 Points | Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate |
| At least 51% of Women-owned companies | 2 Points | Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership) |
| At least 51% owned companies by People with disability | 2 Points | Medical Certificate with doctor's details (Practice Number, Physical |

| SPECIFIC GOALS | 80/20 PREFERENCE POINT SYSTEM | PROOF OF SPECIFIC GOALS TO BE SUBMITTED |
|---|---------------------------------|---|
| | | Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership) |
| At least 51% owned companies by Youth | 2 Point | Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership) |
| Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National | 4 Points 2 Points 1 Point | Municipal Account statement/Lease agreement. |

SUPPORTING DOCUMENTATION FOR PREFERENCE POINT ALLOCATION

To be eligible for preference points under the 80/20 evaluation system, tenderers are required to submit valid supporting documentation as evidence for any claims made under the specific goals component of the bid.

Failure to submit the required documentation will result in the allocation of zero (0) points for specific goals. In such cases, the tenderer will be evaluated solely on price, with a maximum of 80 points.

IMPORTANT NOTICE:

- Non-submission of supporting documents for specific goals will not result in disqualification from the bidding process.
- However, no points will be awarded for specific goals without the necessary evidence.
- The City of Tshwane reserves the right to investigate and act against any bidder found to have claimed specific goal points on a fraudulent basis.

Tenderers must ensure that all documentation submitted is clear, certified where applicable, and corresponds directly to the specific goal being claimed. Examples of acceptable documentation include:

- Certified ownership certificates or shareholding documents.
- Affidavits confirming youth, women, or disability status.
- Local content declarations and proof of origin.

7. PRICING SCHEDULE

IMPORTANT: NOTE TO BIDDERS

The quantities outlined in this document are based on operational needs and training requirements. Final procurement, however, will be subject to approved budget allocations and will be supplied on an "as and when required" basis.

7.1 CATEGORY A: VARIOUS FIREARM AMMUNITION

| ITEM NO. | DESCRIPTION | PER UNIT | UNIT PRICE | ESTIMATED QUANTITIES | TOTAL PRICE EXCLUDING VAT |
|----------|--------------------------------------|----------|------------|----------------------|---------------------------|
| 1. | 9X19MM PARABELLUM (NEW ONLY) | | | | |
| 1.1 | Calibre: 9x19mm – Parabellum | 1 | R | 200 000 | R |
| 1.2 | Calibre: 9x19mm – Dummy round | 1 | R | 200 | R |
| 1.3 | Calibre: 9x19mm – Blank | 1 | R | 500 | R |
| 2. | CALIBRE: 5.56X45MM (NEW ONLY) | | | | |
| 2.1 | Calibre: 5.56x45mm | 1 | R | 15 000 | R |
| 2.2 | Calibre: 5.56x45mm – Dummy Round | 1 | R | 200 | R |
| 2.3 | Calibre: 5.56x45mm – Soft Point | 1 | R | 200 | R |
| 2.4 | Calibre: 5.56x45mm – Blank | 1 | R | 500 | R |
| 3. | CALIBRE: 30-06 FMJ (NEW ONLY) | 1 | R | 50 | R |
| 4. | CALIBRE: 308MM (NEW ONLY) | 1 | R | 50 | R |
| | | | | | |

| ITEM NO. | DESCRIPTION | PER UNIT | UNIT PRICE | ESTIMATED QUANTITIES | TOTAL PRICE EXCLUDING VAT |
|----------|--|----------|------------|----------------------|---------------------------|
| 5. | CALIBRE: .22 (NEW ONLY) | | | | |
| 5.1 | Calibre: .22: 40 Grain (Hollow Point) | 1 | R | 200 | R |
| 5.2 | Calibre: .22: 32 Grain (Hollow Point) | 1 | R | 200 | R |
| 6. | CALIBER: 7X57 (NEW ONLY) | 1 | R | 50 | R |
| 7. | CALIBRE: 12 GAUGE SHOT GUN ROUND (NEW ONLY) | | | | |
| 7.1 | Calibre: 12 Gauge Shot Gun Round – Reduced Double Ball Baton, Less Lethal | 1 | R | 80 000 | R |
| 7.2 | Calibre: 12 Gauge Shot Gun Round - Hydro-Kinetic, Short Range Impact Bag, Less Lethal | 1 | R | 5 000 | R |
| 7.3 | Calibre: 12 Gauge Shot Gun Round - Hydro-Kinetic, Short Range Impact Bag with Marking Powder, Less Lethal | 1 | R | 5 000 | R |
| 7.4 | Calibre: 12 Gauge Shot Gun Round - Muzzle Blast Powder Oleoresin Capsicum (OC) (Pepper Spray), Less Lethal | 1 | R | 5 000 | R |

| ITEM NO. | DESCRIPTION | PER UNIT | UNIT PRICE | ESTIMATED QUANTITIES | TOTAL PRICE EXCLUDING VAT |
|---------------------------|---|----------|------------|----------------------|---------------------------|
| 7.5 | Calibre: 12 Gauge Shot Gun Round - Rubber Fin Stabilized (Direct Fire), Oleoresin Capsicum (OC) (Pepper Spray), Less Lethal | 1 | R | 5 000 | R |
| 7.6 | Calibre:12 Gauge Shot Gun Round – Nr 7 Bird Shot Lethal | 1 | R | 20 000 | R |
| 8. | CALIBRE: 40MM ROUND (NEW ONLY) | | | | |
| 8.1 | Calibre: 40mm round - Hornet's Nest, .60 cal. Rubber balls (21 count), Less Lethal | 1 | R | 1 000 | R |
| 8.2 | Calibre: 40mm round - React Extended Range, Oleoresin Capsicum (OC) (Pepper Spray) Payload Projectile, Less Lethal | 1 | R | 1 000 | R |
| TOTAL PRICE EXCLUDING VAT | | | | | R |
| VAT (15%) | | | | | R |
| TOTAL PRICE INCLUDING VAT | | | | | R |

7.2 CATEGORY B: VARIOUS TACTICAL GRENADES

| ITEM NO. | DESCRIPTION | UNIT | UNIT PRICE | ESTIMATED QUANTITIES | TOTAL PRICE ECLUDING VAT |
|---------------------------|---|------|------------|----------------------|--------------------------|
| 1. | Expulsion Grenade, Oleoresin Capsicum (OC) (Pepper Spray) (NEW ONLY) | 1 | R | 200 | R |
| 2. | Tactical Blast Stun Grenade (NEW ONLY) | 1 | R | 200 | R |
| 3. | Pocket Smoke Grenade, White Smoke (NEW ONLY) | 1 | R | 200 | R |
| TOTAL PRICE EXCLUDING VAT | | | | | R |
| VAT(15%) | | | | | R |
| TOTAL PRICE INCLUDING VAT | | | | | R |

SUMMARY SCHEDULE FOR A AND B

| DESCRIPTION | TOTAL AMOUNT |
|---|--------------|
| TOTAL PRICE INCLUDING VAT FOR CATEGORY A | |
| TOTAL PRICE INCLUDING VAT FOR CATEGORY B | |
| TOTAL INCLUDING VAT FOR CATEGORY A AND B | |

7.3 CATEGORY C: PEPPER SPRAY AND NEUTRALIZERS

| ITEM NO. | DESCRIPTION | UNIT | UNIT PRICE | ESTIMATED QUANTITIES | TOTAL PRICE ECLUDING VAT |
|----------|-------------|------|------------|----------------------|--------------------------|
|----------|-------------|------|------------|----------------------|--------------------------|

| | | | | | |
|---------------------------|---|---|---|-------|---|
| 1. | Pepper Spray and Neutralizer with Black Webbing Belt Holster (complete package) (NEW ONLY) | 1 | R | 1 000 | R |
| 2 | Pepper Spray (NEW ONLY) | 1 | R | 3 000 | R |
| 3. | Neutralizer (NEW ONLY) | 1 | R | 3 000 | R |
| 4. | Black Webbing Belt Holster (NEW ONLY) | 1 | R | 500 | R |
| TOTAL PRICE EXCLUDING VAT | | | | | |
| VAT(15%) | | | | | |
| TOTAL PRICE INCLUDING VAT | | | | | |

7.4 CATEGORY D: SHOOTING TARGETS AND ACCESSORIES

| ITEM NO. | DESCRIPTION | UNIT | UNIT PRICE | ESTIMATED QUANTITIES | TOTAL PRICE ECLUDING VAT |
|---------------------------|--|------|------------|----------------------|--------------------------|
| 1. | Shooting Targets | 1 | R | 6 000 | R |
| 2. | Assembled Targets Frames (25 units in a package) | 1 | R | 250 | R |
| TOTAL PRICE EXCLUDING VAT | | | | | R |
| VAT (15%) | | | | | R |
| TOTAL PRICE INCLUDING VAT | | | | | R |

8. AWARD

The award structure is as follows:

- Categories A and B (Supply and Delivery of Ammunition and Tactical Grenades) **will be awarded to a single bidder**. This is to ensure consistency

in quality, compatibility, and regulatory compliance across all ammunition and tactical ordnance supplied to Tshwane Metro Police Department (TMPD).

- Category C (Pepper Spray and Neutralizers with Webbing Belt Holsters) **will be awarded to one bidder**. This ensures uniformity in chemical composition, safety standards, and operational usability of the products issued to officers.
- Category D (Shooting Targets and Accessories) **will be awarded to one bidder**, ensuring standardisation of training materials and compatibility with TMPD's firearms and training protocols.

Bidders are encouraged to clearly indicate the category or categories they are bidding

NOTE: Bidders may submit proposals for one or more categories. However, each category will be adjudicated separately, and bidders MUST meet all mandatory requirements and evaluation criteria specific to the category they are bidding for.

9. TYPE OF AGREEMENT REQUIRED

Upon award of this tender, the City of Tshwane: Group Legal & Secretariat Services Department may determine the necessity of entering into a formal Service Level Agreement (SLA) with the successful bidder(s). If deemed necessary, the SLA will be drafted and finalized in consultation with the appointed service provider and will outline:

- The scope of services to be delivered per category awarded.
- Performance standards and service delivery expectations.
- Reporting obligations and communication protocols.
- Penalties for non-performance or breach of contract.
- Duration and renewal terms aligned with the tender period.

The Service Level Agreement (SLA) will be signed by both parties – the City of Tshwane and the successful bidder – and will serve as the binding legal agreement governing the execution of the contract.

Alternatively, if the Group Legal & Secretariat Services Department determines that a formal Service Level Agreement (SLA) is not required, the terms and conditions outlined in this tender document will serve as the contractual agreement between the City of Tshwane and the appointed service provider. In such cases, all specifications, obligations, and compliance requirements stated herein will be enforceable as part of the contract.

10. VALIDITY PERIOD

The validity period for this tender shall be 90 calendar days from the closing date of the bid. During this period, all submitted proposals must remain open for acceptance and binding upon the bidder.

The City of Tshwane reserves the right to extend the initial validity period beyond the stipulated 90 days, should circumstances require additional time for evaluation, adjudication, or administrative processes. Any such extension will be managed as follows:

- The Supply Chain Management (SCM) Division will formally request an extension of validity in writing from all participating bidders.
- This request will be issued prior to the expiry of the initial validity period.
- Bidders must respond to the extension request within the timeframe specified in the communication.
- The extension must be finalized while the bids are still valid, ensuring continuity and legal enforceability of the proposals.

Failure by a bidder to respond to the extension request may result in their proposal being excluded from further consideration.

11. MARKET ANALYSIS

The City of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, the bidder will be disqualified on the basis of being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier

to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The city further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender.

12. VIABILITY OF PRICING

Should a tenderer submit a price that is deemed non-viable for the supply of goods or services as specified in the bid, the City of Tshwane will:

- Issue a written confirmation request to the tenderer, seeking assurance that they can deliver at the quoted price.
- If the tenderer confirms inability to deliver, they will be disqualified based on being non-responsive.
- If the tenderer confirms ability to deliver, the City of Tshwane will enter a strictly defined contract to mitigate the risk of non-performance. This contract may include:
 - Performance guarantees.
 - Penalty clauses.
 - Milestone-based delivery schedules

Any failure by the supplier to deliver as per the agreed terms will be handled in accordance with the contract, which may include:

- Issuance of performance warnings.
- Listing on the database of restricted suppliers.
- Further legal or administrative action as deemed necessary

13. NEGOTIATION OF MARKET-RELATED PRICING

In line with the Preferential Procurement Regulations, the City of Tshwane reserves the right to negotiate a market-related price with the tenderer who scores the highest points during the evaluation process.

If the highest-scoring tenderer does not agree to a market-related price, the City of Tshwane may:

- Negotiate with the second-highest scoring tenderer.
- If unsuccessful, negotiate with the third-highest scoring tenderer.

If no agreement on a market-related price can be reached with any of the top three tenderers, the City of Tshwane reserves the right to cancel the tender in its entirety.

**PART A
INVITATION TO BID**

| | | | | | |
|---|--|---------------|------------------|---------------|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY | | | | | |
| BID NUMBER: | TMPD 05-2025.26 | CLOSING DATE: | 19 February 2026 | CLOSING TIME: | 10:00 |
| DESCRIPTION | THE SUPPLY AND DELIVERY OF VARIOUS CALIBRES AMMUNITION FOR THE TSHWANE METRO POLICE DEPARTMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS. | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). | | | | | |

BID RESPONSE DOCUMENTS MAY BE
DEPOSITED IN THE BID BOX
SITUATED AT (*STREET ADDRESS*)

| | | | | |
|--------------------------------|------|--|--------|--|
| Tshwane House | | | | |
| Supply Chain Management | | | | |
| 320 Madiba Street | | | | |
| Pretoria CBD | | | | |
| 0002 | | | | |
| 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 | | | | |

| | | | | | |
|---|---|--|--|--|--|
| TAX COMPLIANCE STATUS | TCS PIN: | | OR | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <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 [IF YES, ANSWER PART B:3] | |
| TOTAL NUMBER OF ITEMS OFFERED | | | TOTAL BID PRICE CATEFORY A AND B | R | |
| | | | TOTAL BID PRICE CATEFORY C | | |
| | | | TOTAL BID PRICE CATEFORY D | | |
| SIGNATURE OF BIDDER | ..... ..... |  | DATE | | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | | |
| DEPARTMENT | Supply Chain Management | | CONTACT PERSON | Vusi P. Mabona | |
| CONTACT PERSON | Mulondi Rasekgala | | TELEPHONE NUMBER | 012 358 2962 | |

| | | | |
|------------------|-------------------------|------------------|----------------------|
| TELEPHONE NUMBER | 012 358 6636 | FACSIMILE NUMBER | N/A |
| FACSIMILE NUMBER | N/A | EMAIL ADDRESS | vusim@tshwane.gov.za |
| EMAIL ADDRESS | mulondin@tshwane.gov.za | | |

PART B TERMS AND CONDITIONS FOR BIDDING

| |
|---|
| 1. BID SUBMISSION |
| <p>1.1 BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> |
| 2. TAX COMPLIANCE REQUIREMENTS |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS |
| <p>3.1 IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>3.2 DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/></p> |

- 3.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
YES ☐ NO ☐
- 3.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
YES ☐ NO ☐
- 3.5 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
YES ☐ NO ☐

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE: FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

| | |
|----------------------------|------------------------------------|
| Name of Bidder..... | Bid Number: TMPD 05-2025.26 |
| Closing Time: 10:00 | Closing Date |

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED) |
|----------|--|--------------------------|--|
| <hr/> | | | |
| - | Required by: | ..... |  |
| - | At: | ..... |  |
| | | | |
| - | Brand and Model | ..... |  |
| - | Country of Origin | ..... |  |
| - | Does the offer comply with the specification(s)? | | *YES/NO |
| - | If not to specification, indicate deviation(s) | ..... |  |
| - | Period required for delivery | ..... |  |
| | | *Delivery: Firm/Not firm | |
| - | Delivery basis | ..... |  |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

* Delete if not applicable

PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

| | |
|----------------------------|------------------------------------|
| Name of Bidder | Bid number: TMPD 05-2025.26 |
| Closing Time: 10:00 | Closing Date..... |

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED) |
|----------|----------|-------------|--|
|----------|----------|-------------|--|

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm
- ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- * Delete if not applicable

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index.....
Dated.....

Index..... Dated..... Index..... Dated..... Index.....
Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

| FACTOR (D1, D2 etc. eg. Labour, transport etc.) | PERCENTAGE OF BID PRICE |
|--|----------------------------|
|--|----------------------------|

| | |
|--|--|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

| PARTICULARS OF FINANCIAL INSTITUTION | ITEM NO | PRICE | CURRENCY | RATE | PORTION OF PRICE SUBJECT TO ROE | AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD |
|--------------------------------------|---------|-------|----------|------|---------------------------------|--|
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

| AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD: | DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE | DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE | DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE |
|--|---|---|---|
| | | | |
| | | | |
| | | | |

| ADJUSTMENT PERIODS | DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE |
|----------------------------|---|
| 1 st Adjustment | After 12 calendar months |
| 2 nd Adjustment | After 24 calendar months |

NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

¹ MSCM Regulations: “in the service of the state” means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² **Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.**

3.9 Have you been in the service of the state for the past twelve months? **YES/NO**

3.9.1 If yes, furnish particulars.

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.

.....

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

4. Full details of directors / trustees / members / shareholders.

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements

***YES / NO**
for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

***YES / NO**

2.2 If yes, provide particulars.

.....

.....

.....

.....

3 Has any contract been awarded to you by an organ of state ***YES / NO**
during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars

.....

.....

4.1 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD
THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

| | Points |
|--|------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| TOTAL POINTS FOR PRICE AND SPECIFIC GOALS | 100 |

1.5 Failure on the part of a tenderer to submit proof or documentation required

in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

| Specific goals | 80/20 preference point system | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|--|
| BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant | <ul style="list-style-type: none"> • 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points | |
| EME and/ or QSE | 2 Points | |
| At least 51% of Women-owned companies | 2 Points | |
| At least 51% owned companies by People with disability | 2 Points | |
| At least 51% owned companies by Youth | 2 Point | |
| Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National | 4 Points 2 Points 1 Point | |

N.B For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
.....
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]
- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

| | |
|------------------------------------|-------|
| | |
| SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | ..... |
| DATE: | ..... |
| ADDRESS: | ..... |
| | |
| | |

CONTRACT FORM: PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **CITY OF TSHWANE MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **TMPD 05-2025.26** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Specific Goals in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

CONTRACT FORM: PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as accept your bid under reference number dated for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| ITEM NO. | PRICE (ALL APPLICABLE TAXES INCLUDED) | BRAND | DELIVERY PERIOD | B-BBEE STATUS LEVEL OF CONTRIBUTION |
|----------|---------------------------------------|-------|-----------------|-------------------------------------|
| | | | | |

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |

| | | | |
|-------|---|---------------------------------|--------------------------------|
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars: | | |

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
TRUE AND CORRECT.**

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **TMPD 05-2025.26**

THE SUPPLY AND DELIVERY OF VARIOUS CALIBRES AMMUNITION FOR THE TSHWANE METRO POLICE DEPARTMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

³ Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than

that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.

- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 1. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid.
- Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
 - 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
 - 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
 - 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
 - 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
 - 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a

breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

- | | | |
|--|------|--|
| 9. Packing | 9.1 | The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. |
| | 9.2 | The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser. |
| 10. Delivery and documents | 10.1 | Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. |
| | 10.2 | Documents to be submitted by the supplier are specified in SCC. |
| 11. Insurance | 11.1 | The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC. |
| 12. Transportation | 12.1 | Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC. |
| 13. Incidental services, services | 13.1 | <p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none">(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time |

agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after

the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract

18.1 No variation in or modification of the terms of the contract shall be made **amendments** except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or

later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum

calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23.
Termination
for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which

enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

| | |
|--|---|
| 28. Limitation of liability | <p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p> |
| 29. Governing language | <p>29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p> |
| 30. Applicable law | <p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p> |
| 31. Notices | <p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p> |
| 32. Taxes and duties | <p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p> |
| 33. National Industrial Participation | <p>33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation</p> |

**(NIP)
Programme**

**34. Prohibition
of Restrictive
practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)