



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

GROUP FINANCIAL SERVICES

TENDER NUMBER:

GFS 06 - 2025/26

TENDER DESCRIPTION:	TENDER FOR THE SUPPLY, DELIVERY AND OFF-LOADING OF SAFETY BOOTS AND SAFETY SHOES, OVER A 3-YEAR PERIOD AS AND WHEN REQUIRED BASIS
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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

21 April 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 either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: GROUP FINANCIAL SERVICES

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	compulsory briefing session	Closing date
GFS 06 2025/26	Tender for the supply, delivery and off-loading of safety boots and safety shoes, over a 3-year period as and when required basis	Group Financial Services Department	Suzan K. Mphahlele (012 358 1768 or SuzanMp@TSHWANE.GOV.ZA	Not applicable	21 April 2026

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

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 either by memory stick/USB flash drive/CD/DVD 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 **10:00am on 21 April 2026**

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Suzan K. Mphahlele (012 358 1768 or SuzanMp@tshwane.gov.za)
- Supply chain enquiries: Oshebeng Leballo (Oshebeng.Leballo@tshwane.gov.za or 012 358 6395)

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

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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 (i.e. no blank spaces) 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 Johannesburg.
 - 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 BUSINESS/CLOSE CORPORATION/JOINT VENTURE

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
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.....		
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.....		
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.....		
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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
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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:



(GROUP FINANCIAL SERVICES)

BID NAME

Tender for the supply, delivery and off-loading of safety boots and safety shoes, over a 3-year period as and when required basis

BID NUMBER

(GFS 06 – 2025/26)

1. INTRODUCTION AND PURPOSE

This tender provides for the supply, delivery and off-loading of safety boots and safety shoes, over a 3-year period as and when required.

2. BACKGROUND

The tender is for the Supply, delivery and off-loading of Safety Boots and Safety Shoes to the City of Tshwane Departments including Tshwane Metro Police (TMPD), Emergency Medical Services (EMS), Tshwane Bus Services (TBS) and The Security Cluster Department to the City of Tshwane for a period of three (3) years as and when required. These are stock items that are bought in bulk to be kept in the City of Tshwane Municipal Stores for immediate availability when are needed by end user. Items are utilized by various department as PPE or Uniform to perform their various duties.

Group Financial Services should approve the specifications before advertised. The tender is as and when required and items are stock item.

3. PROJECT SCOPE

This tender provides for the supply, delivery and off-loading of safety boots and safety shoes, over a 3-year period as and when required.

SECTION A: SAFETY BOOTS, SHOES AND GUMBOOTS

SAFETY SHOE

ITEM 1	
DESCRIPTION	SHOE SAFETY, POLYURETHANE/ RUBBER SOLE FOR HEAT (300°C).
APPLICATION	Road Works
SPECIFICATION	<u>Uppers</u> : Genuine leather uppers, 2.0 to 2.2 mm thick, padded collar, fully vamped and quarter lined, three D-Rings and one hook, 70 cm braided round lace from polyester yarn to SANS. Padded leather outside, bellows tongue. Wide steel toecap that withstands 200 J.

	(See Table for sizes.) As per SANAS 20345 specification										
MATERIAL	Genuine leather uppers.										
	<u>Sole</u> : Direct injection moulded polyurethane/ Rubber sole. Padded lining around the heel.										
	<u>Insole</u> : 100% anti-static wool in-sock, fully moulded, perspiration absorbent, antibacterial protection. Anti Penetration mid sole										
PROTECTION	Falling objects, crushing. Sole: Oil, heat (300°C) and slip resistant.										
SIZE	Shoe size	3	4	5	6	7	8	9	10	11	12
	Cap size	7	7	7	7	8	8	9	9	10	11
	Internal cap width	76	76	76	76	78	78	81	81	84	85
	External cap width	83.3	83.3	83.3	83.3	85	85	87	87	90.1	90.1
	SAP NO.	200000 000467	200000 000468	1000000 46681	100000 019668	10000 00196 69	1000000 19670	1000 0001 9671	10000 00196 72	1000 0001 9673	1000000 19674
SPECIAL SIZE	MADE TO MEASUREMENT – MTM (sizes not included in the specifications) - 200000037985										

STANDARD	All in accordance with SANS 20345:2014/ SANS 20347: 2014. Or latest
COLOUR	BLACK
SAFETY BOOTS	
ITEM 2	
DESCRIPTION	BOOT SAFETY / RUBBER/DUAL COMPOUND RUBBER SOLE FOR HEAT (300°C).
APPLICATION	Road Works
SPECIFICATION	<u>Uppers</u> : Genuine leather uppers, 2.0 to 2.2 mm thick lunar S3, padded collar, fully vamped and quarter lined, four corrosion resistant d- ring,

	90 cm round lace to SBS. Padded leather outside, bellows tongue. Vlamprufe Technology / flame retardant upper withstanding temperature between 800° to 1000° C. (See Table for sizes.) <u>Sole</u>: Outsole with a cemented and side wall stitch construction. High wear resistant and flame retardancy. Heat resistant up to 300°C <u>Insole</u>: 100% anti-static wool in-sock, fully moulded, perspiration absorbent, antibacterial protection. Kevlar anti penetration mid sole for Penetration resistant.											
MATERIAL	Genuine leather uppers											
PROTECTION	Falling objects, crushing. Sole: Oil, heat (300°C) and S3 slip resistant.											
SIZE	Shoe size	3	4	5	6	7	8	9	10	11	12	13
	Cap size	7	7	7	7	7	8	8	9	9	10	10
	Internal cap width	76	76	76	76	76	78	78	81	81	84	84
	External cap width	83.3	83.3	83.3	83.3	83.3	85	85	87	87	90.1	90.1

	SAP NO.	20000 00001 95	10000 00100 17	10000 00196 93	1000 0001 9694	1000 0001 9695	10000 00196 96	100000 019697	10000 00196 98	10000 00196 99	1000 0001 9700	1000000 19701
SPECIAL SIZE	MADE TO MEASUREMENT – MTM (sizes not included in the specifications) - 200000046682											
STANDARD	All in accordance with SANS 20345:2014/ SANS 20347: 2014. Or latest											
COLOUR	Black											
SAFETY SHOE												

ITEM 3													
DESCRIPTION	SHOE SAFETY, POLYURETHANE OR PU/TPU SOLE WITH WOOL INSOLE.												
APPLICATION	Road Work												
SPECIFICATIO N	<u>Uppers</u>: Genuine leather uppers, 2 to 2.2 mm thick, padded collar, fully vamped and quarter lined, three eyelets, 90 cm round lace to SABS. wide steel toecap with a tapered PVC edge that withstands 200 J. (See Table for sizes.) <u>Sole</u>: Direct injection moulded polyurethane sole. High resistant shank re-enforcement, Padded lining around the heel. <u>Insole</u>: 100% anti-static wool in-sock, fully moulded, perspiration absorbent, anti-bacterial protection.												
MATERIAL	Genuine leather uppers												
PROTECTION	Falling objects, crushing. Sole: Oil, heat (95°C) and acid resistant.												
SIZE	Shoe size	3	4	5	6	7	8	9	10	11	12	13	

	Cap size	4	5	6	7	8	8	9	10	11	12	13	
	Internal cap width	70	72	74	76	81	81	84	85	85	86	86	
	External cap width	81.5	81.5	81.5	81.5	87.3	87.3	90	91.6	91.6	91.6	91.6	
	SAP numbers	10000 00267 21	10000 00267 22	100000 003166	100000 003167	1000000 03168	1000000 03169	100000 003170	100000 003162	10000 00031 63	1000 0000 3164	100 000 003 165	

	Usage per annum	400	400	1000	1000	1500	2000	1500	1000	800	500	400	
SPECIAL SIZE	MADE TO MEASUREMENT – MTM (sizes not included in the specifications) - 200000038870												
STANDARD	All in accordance with SANS 20345:2014/ SANS 20347: 2014. Or latest												
COLOUR	Black /Brown												

ITEM 4	
DESCRIPTION	BLACK SAFETY CHUKKA BOOT, POLYURETHANE OR PU SOLE WITH A WOOL INSOLE.
APPLICATION	Road Works.
SPECIFICATION	<u>Uppers</u>: Genuine leather uppers, 2 to 2.2 mm thick, padded collar, fully vamped and quarter lined, five sets D rings, 90 cm round lace to SABS. Padded leather outside, bellows tongue. wide steel toecap that withstands 200 J. (See Table for sizes.) <u>Sole</u>: Direct injection moulded polyurethane sole. Padded lining around the heel. <u>Insole</u>: 100% anti-static wool in-sock, fully moulded, perspiration absorbent, anti-bacterial protection.
MATERIAL	Genuine leather uppers

PROTECTION	Falling objects, crushing. Sole: Oil, heat (95°C) and acid resistant.										
SIZE	Shoe size	3	4	5	6	7	8	9	10	11	12
	Cap size	4	5	6	7	8	8	9	10	11	12
	Internal cap width	70	72	74	76	81	81	84	85	85	86
	External cap width	81.5	81.5	81.5	81.5	87.3	87.3	90	91.6	91.6	92.8
	SAP numbers	1000000 26717	100000 026719	10000 00282 5	10000 00282 6	10000 00282 7	10000 00282 8	100000 02829	1000000 2830	10000 00031 63	100000 003164
	Usage per annum	400	400	1000	1500	2500	2500	1500	1000	800	500
SPECIAL SIZE	MADE TO MEASUREMENT – MTM (sizes not included in the specifications) - 200000038871 200000038870										
STANDARD	All in accordance with SANS 20345:2014/ SANS 20347: 2014. Or latest										
COLOUR	Black/ Brown										

SAFETY SHOE											
ITEM 5											
DESCRIPTION	BLACK SAFETY LEISURE SHOE, DUAL DENSITY POLYURETHANE FLAT SOLE WITH DUAL TONGUE MECHANISM AND LEATHER UPPERS FOR BOWLING GREENS.										
APPLICATION	Bowling greens.										
SPECIFICATION	<u>Sole:</u> Direct injection moulded dual density Polyurethane sole. Antistatic, oil, petrol, acid, alkaline resistant, non-slip sole. Broad fitting. Padded leather outside, bellows tongue. Four sets D rings. Wide fitting steel toecap that withstands 200 J. (See Table for sizes.). <u>Insole:</u> 100% anti-static wool in-sock, fully moulded, perspiration absorbent, anti-bacterial protection.										
MATERIAL	Genuine leather uppers										
PROTECTION	Falling objects, crushing. Sole: Oil, heat and slip resistant.										
SIZE	Shoe size	3	4	5	6	7	8	9	10	11	12

	SAP no.	2000000000469	2000000 00470	2000000 00174	2000000 00175	200000 000176	200000 000177	200000 000178	200000 000179	2000000 00180	2000 0000 0181
SPECIAL SIZE	MADE TO MEASUREMENT – MTM (sizes not included in the specifications)- 2000000000182										
STANDARD	All in accordance with SANS 20345:2014/ SANS 20347: 2014. Or latest										
COLOUR	Black / Green.										
SAFETY BOOTS											
ITEM 6											
DESCRIPTION	BLACK SAFETY LEISURE CHUKKA BOOT, DUAL DENSITY POLYURETHANE FLAT SOLE WITH DUAL TONGUE MECHANISM AND LEATHER UPPERS FOR BOWLING GREENS.										
APPLICATION	Bowling greens.										
SPECIFICATIO N	Genuine leather uppers, direct injection moulded dual density Polyurethane sole. Extra wide epoxy coated steel toecap with a tapered PVC edge that withstands 200 J. (See Table for sizes.) Sole: Antistatic, oil, petrol, acid, alkali resistant no-slip sole. Broad fitting.										
MATERIAL	Genuine leather uppers										

PROTECTION	Falling objects, crushing. Sole: Oil, heat and slip resistant.											
SIZE	Shoe size	3	4	5	6	7	8	9	10	11	12	13
	SAP NO.	2000000 00471	2000000 00472	2000000 33622	2000000 33623	2000000 33624	2000000 33625	2000000 33626	2000000 33627	200000 033628	20 00 03 36 29	No n- sto ck
SPECIAL SIZE	MADE TO MEASUREMENT – MTM (sizes not included in the specifications) - 200000046683											
STANDARD	All in accordance with SANS 20345:2014/ SANS 20347: 2014. Or latest											
COLOUR	Black / Grey.											
GUMBOOTS												

ITEM 7	
DESCRIPTION	BLACK SAFETY GUMBOOT, PVC, LINED, WITH IVORY MOULDED SOLE, WITH STEEL TOECAP.
APPLICATION	General artisan and assistant in wet conditions.
SPECIFICATION	Gumboot, PVC, Lined, With Ivory Moulded Sole, With Steel Toecap.
MATERIAL	Lined PVC uppers with tan PVC sole.
PROTECTION	Falling objects, crushing, slip. Sole: Oil and slip resistant.

SIZE	5-12								
	Shoe size	5	6	7	8	9	10	11	12
	SAP numbers	1000000 2816	10000002 817	10000002 818	10000028 19	1000000282 0	10000002 821	1000000 2822	1000002823
	Usage per year	100	200	250	500	500	500	200	100
SPECIAL SIZE	MADE TO MEASUREMENT – MTM (sizes not included in the specifications) - 200000038873								
STANDARD	All in accordance with SANS 20345:2014/ SANS 20347: 2014. SANS 492-3 or latest								
COLOUR	Black / Ivory								

ITEM 1	
DESCRIPT ION	BLACK BOOTS Unisex SWAT OR Similar-A rugged police boot with combination leather-and-fabric design
APPLICAT ION	LEVEL THREE SAFETY BOOT / APT The calf height boot is ideal for the Police & Security Industry and can be worn comfortably for long periods at a time
SPECIFIC ATION	The quarter lining is from an impregnated non-woven material with high abrasion resistance. The uniformly spaced eyelets with a smooth star setting, have been treated with a corrosion resistant “gunmetal” coating. The collar is from a soft nappa leather with foam padding for superior comfort and support. The lace is braided and made from a polyester yarn with high abrasion resistance together with a central core for additional strength. A special shank reinforcement is molded into the midsole to give additional support under the arch of the foot. The footbed insock is from a newly developed needled 100% pure new wool blend material that has great perspiration absorbency and gives extra comfort to the wearer who is on his feet all day long, due to the low build-up of heat inside the shoe. This material has been specially treated which gives the material its anti-fungal and anti-bacterial properties. The inner midsole is from a low-density flexible polyurethane for

	comfort flexibility and low weight with a shore hardness of 0, 45 – 0, 50.											
MATERIAL	This unisex boot of a modified Oxford Style leather and fabric upper and fabric quarter and vamp linings is strong and hard wearing. The tongue is made of a combination of a polyester face fabric and a cotton backing fabric that are stuck together with a suitable adhesive in such a way that the combined fabric is permeable to water vapor.											
PROTECTION	The in sock is from a specially developed Kevlar material to prevent penetration of sharp objects but still giving the shoe flexibility. The calf height boot is ideal for the Police & Security Industry and can be worn comfortably for long periods at a time. The 8mm thick rubber sole is heat resistant up to 300 C and provides excellent slip resistance on most surfaces. This boot must be made without a steel toe cap.											
	SOLE											
	CONSTRUCTION:						Direct Injection					
	INSOLE:						Kevlar APT					
	OUT SOLE :420						Rubber					
	MIDSOLE						PU					
SIZE	Shoe size	3	4	5	6	7	8	9	10	11	12	13

	Item no.	10000 00027 83	100000 00278	100000 002785	100000 002786	100000 002787	1000000 02788	1000000 02789	1000000 02790	1000000 02791	100000 002792	1000 0000 0279 3
SPECIAL SIZE	MADE TO MEASUREMENT – MTM (sizes not included in the specifications) - 200000015713											
STANDARD	All in accordance with SANS 20347: 2014. Or latest, Comply with ISO 9001 (Manufacturer)											
COLOUR	BLACK											

LADIES BLACK LACE-UP SHOES WITH PERFORATED VAMP

ITEM 2

Description	Round Toe Gibson, Service Type Shoe
Category	Ladies
Construction	Stuck-on
Upper Material	Calf 0.9 - 1.1mm
Linings	Breathable PU with Randon Fabric Heel Grip
Insole	Cellulose fibre-board
Bottom	Black PU Non-Slip (TPU)
Material Origin	Local
Colours	Black/Navy
Sizes	3 - 10
Price	

1631



DESCRIPTI ON	Ladies Black Lace-Up Shoes with Perforated Vamp										
APPLICATI ON	ladies' lace-up shoes for personnel of the Metro Police Department										
SPECIFICA TION	All in accordance with SALM641 Version OL3.1, .3/ July 2012 Gibson style. Perforated vamp. Fully lined. two pairs of eyelets with invisible settings. Pre-moulded Thermos Polyurethane stuck-on unit outer soles and heels.										
MATERIAL	Gibson style. Perforated vamp. Fully lined. Two pairs of eyelets with invisible settings. Pre-moulded Thermo Polyurethane stuck-on unit outer soles and heels.										
PROTECTIO N											
SIZE	Shoe size	2	3	4	5	6	7	8	9	10	11
	Item no.	20000004 6435	200000 046436	2000000 46437	20000004 6438	20000004 6439	200000046 440	2000000 46441	20000 00464 42	20000 00464 43	200000 000473
SPECIAL SIZE	MADE TO MEASUREMENT – MTM (sizes not included in the specifications) - 200000038874										

STANDARD	All in accordance with. SALM641 Version 00.3/ July 2012 Comply with ISO 9001 (Manufacturer)
COLOUR	BLACK

LADIES BLACK SQUARE TOE COURT MEDIUM HEEL

ITEM 3		
DESCRIPTION	Square Toe Court Medium Heel - Ladies	
APPLICATION	Stuck on with Medium Height Heel	
SPECIFICATION	All in accordance with SANS 1482:2016. Or latest Type of shoes shall be with pre-moulded outer sole and heel units and a heel height not exceeding 50 mm 1.75mm Cellulose Fibre, 2mm Shank Board, 3mm Latex Foam and Steel Shank Full Leather with 2mm Latex Foam	

MATERIAL	Type of shoes shall be with pre-moulded outer sole and heel units and a heel height not exceeding 50 mm, Calf 0.9 - 1.1mm												
PROTECTION	Thermo Polyurethane with non-slip strips												
SIZE	Shoe size	2	3	4	5	6	7	8	9	10	11	12	13
	Item no.	2000000 00474	2000000 00183	2000000 00184	2000000 00185	2000000 00186	2000000 00187	2000000 00188	20000000 0189	2000000 00475	2000000 00476	2000000 00477	2000000 00478
SPECIAL SIZE	MADE TO MEASUREMENT – MTM (sizes not included in the specifications) - 200000000190												
STANDARD	All in accordance with SANS 1482:2016. Or latest.												
COLOUR	BLACK												

LADIES' BLACK ROUND TOE GIBSON, SERVICE TYPE DRESS SHOES

ITEM 4	W02592A 	
	Description	Round Toe Gibson, Service Type Dress shoe
	Category	Ladies
	Construction	Genuine Goodyear Welted
	Upper Material	Soft TekTan Leather (1.6 to 1.8mm)
	Linings	Tan Synthetic Pamplona
	Insole	Cellulose fibre-board
	Bottom	Genuine Parabellum Rubber Sole & Heel
	Material Origin	Local
	Colours	Black\Brown
	Sizes	3 - 9
	Price	
DESCRIPTION	Round Gibson, Service Type Dress Shoe Ladies	
APPLICATION	Shoes in Black Leather for Metro Police.	
SPECIFICATION	Black smooth high shine leather upper; Lace up; Reinforced lace eyelets; Goodyear welt construction; Slip resistant outsole; non-marking. Soft Toe	
MATERIAL	Leather upper	
PROTECTION	Slip resistant outsole; Soft Toe	

SIZE	size	2	3	4	5	6	7	8	9	10
	SAP	2000000464 444	2000000464 445	2000000464 446	2000000464 447	2000000464 448	2000000464 449	2000000464 450	2000000464 451	2000000 464452
SPECIAL SIZE	MADE TO MEASUREMENT – MTM (sizes not included in the specifications) - 200000038876									
STANDARD	All in accordance with SALM 369 VER 03.0 October 2011 or latest. SABS approved									
COLOUR	BLACK									
Local content: Heel, Sole Insole, upper leather, Seat PCE, Welting, lace, vamp lining, laces, toe protector, inside comfort, sole comfort, Eyelets, Heel protector, W/shank Qtr. lining										

PARABELLUM SHOES

ITEM 5	Description		Round Toe Gibson											
	Category		Mens											
	Construction		Goodyear Welt											
	Upper Material		1.6 - 1.8mm Smooth Corrected Grain Leather											
	Linings		Chrome Tanned Syntan Side Leather											
	Insole		2.75mm B.I. Tex/Lat & Gemin, 3/4 Rib and Steel Shank											
	Socking		2 Piece Syntan Side Leather with 2mm Latex Foam											
	Bottom		Black Moulded Rubber with Leather Welt & Seat											
	Material Origin		Local											
	Colours		Black											
	Sizes		3-15											
	Spec No.		SALM 369(VERSION 03.0)											
	RT Item No.		53111501-00039											
	Type		Men's Office Wear											
Price														
														
DESCRIP TION	Men's service type officer's shoes													
APPLICA TION	Shoes in Black Leather for Metro Police.													
SPECIFIC ATION	Black smooth high shine leather upper; Lace up; Reinforced lace eyelets; Goodyear welt construction; Slip resistant outsole; Non-marking; Soft Toe													
MATERIA L	Leather upper													
PROTECT ION	Slip resistant outsole; Soft Toe													
SIZE	si	2	3	4	5	6	7	8	9	10	11	12	13	

	ze												
	S	2000000	2000000	2000000	1000000	1000000	1000000	1000000	10000000	10000000	10000000	1000000	100000
	A	00191	00192	00193	03133	03134	03135	03136	03137	03138	03139	03140	00194
	P												
SPECIAL SIZE	MADE TO MEASUREMENT – MTM (sizes not included in the specifications) - 200000038877												
STANDA RD	All in accordance with SALM 369 VER 03.0 October 2011 or latest. SABS approved												
COLOUR	BLACK												

ENERGY AND ELECTRICITY BUSINESS UNIT

SAFETY BOOTS UNISEX

ITEM 6	
DESCRIPTION	Boot Safety Nappa Leather Unisex
APPLICATION	The boots should cater for both male and female
SPECIFICATION	Special needs safety boots or shoes Upper Cut from 2.0 – 2.2mm Full Grain Oily Pull-up Leather, increased girth area as per podiatry specifications, padded collar and tongue from soft Nappa leather, 5 pair loops and Ski hooks with corrosion gunmetal coating, and braided lace from polyester yarn and central core for additional strength. Sole • The sole must be from double density PU/Vibram Rubber • The midsole must be from low density flexible Polyurethane with a shore hardness of 0.45mm – 0.5mm • The outer sole must be from 8mm Vibram Rubber with SRC slip resistance rating • The safety boot's sole must have been subjected to voltage of 20kV AC RMS for 60 seconds, with no breakdown occurring • A shank reinforcement should be molded into the midsole for additional arch support • The safety boot must be able to withstand temperatures up to 300° Celsius for 5 minutes, non-conductive and anti-penetration midsole.

	Toe Cap - Steel toecap with extra and double extra wide fitting - The Steel toe cap must be able to withstand an impact load of 200joules											
MATERIAL	Lining The quarter lining must be from an impregnated non-woven Ferra belle material The vamp lining must be from a hi-tech needle fibre blend with excellent perspiration absorbency and must be treated with Ultra-Fresh to impart Hygienic and anti-bacterial properties to the material Top Sock The Energizer Poron / EVA top sock must be from a combination of polyester and wool with excellent perspiration absorbency, bonded to a layer of EVA - The safety boot must have Poron inserts at the ball and heel of the top sock, to offer optimum support where it is needed most, ensuring dynamic impact compression and a gentle rebound with every step taken. - The top sock must be treated with Ultra fresh to impart hygienic and anti-bacterial properties in the material.											
PROTECTION	The top sock must respond to weight and temperature, molding itself to the employees' feet, to minimize aches and pains.											
SIZE	size	3	4	5	6	7	8	9	10	11	12	13
	SA P	20000000 0196	20000000 0197	20000000 0198	20000000 0199	20000000 0200	20000000 0201	20000000 0202	20000000 0203	20000000 0462	20000000 0463	200000 000 464

SPECIAL SIZE	MADE TO MEASUREMENT – MTM (SIZES NOT CARRIED AS INVENTORY) - 200000000465
STANDARD	SANS 20345
COLOUR	BLACK

SECTION B: TMPD, SECURITY CLUSTER, EMS

BOOTS UNISEX BLACK

ITEM 1		
DESCRIPTION	BLACK BOOTS Unisex SWAT OR Similar-A rugged police boot with combination leather-and-fabric design	
APPLICATION	LEVEL THREE SAFETY BOOT / APT The calf height boot is ideal for the Police & Security Industry and can be worn comfortably for long periods at a time	

SPECIFICATION	The quarter lining is from an impregnated non-woven material with high abrasion resistance. The uniformly spaced eyelets with a smooth star setting, have been treated with a corrosion resistant “gunmetal” coating. The collar is from a soft nappa leather with foam padding for superior comfort and support. The lace is braided and made from a polyester yarn with high abrasion resistance together with a central core for additional strength. A special shank reinforcement is molded into the midsole to give additional support under the arch of the foot. The footbed insock is from a newly developed needled 100% pure new wool blend material that has great perspiration absorbency and gives extra comfort to the wearer who is on his feet all day long, due to the low build-up of heat inside the shoe. This material has been specially treated which gives the material its anti-fungal and anti-bacterial properties. The inner midsole is from a low-density flexible polyurethane for comfort flexibility and low weight with a shore hardness of 0, 45 – 0, 50.		
MATERIAL	This unisex boot of a modified Oxford Style leather and fabric upper and fabric quarter and vamp linings is strong and hard wearing. The tongue is made of a combination of a polyester face fabric and a cotton backing fabric that are stuck together with a suitable adhesive in such a way that the combined fabric is permeable to water vapor.		
PROTECTION	The in sock is from a specially developed Kevlar material to prevent penetration of sharp objects but still giving the shoe flexibility. The calf height boot is ideal for the Police & Security Industry and can be worn comfortably for long periods at a time. The 8mm thick rubber sole is heat resistant up to 300 C and provides excellent slip resistance on most surfaces. This boot must be made without a steel toe cap.		
	SOLE		
	CONSTRUCTION:	Direct Injection	
	INSOLE:	Kevlar APT	

	OUT SOLE :420						Rubber						
	MIDSOLE						PU						
SIZE	Sho e size	3	4	5	6	7	8	9	10	11	12	13	
	Item no.	10000000 2783	1000000 0278	10000000 2785	10000000 2786	10000000 2787	10000000 2788	10000000 2789	10000000 2790	10000000 2791	10000000 2792	10000000 02793	
SPECIAL SIZE	MADE TO MEASUREMENT – MTM (sizes not included in the specifications) - 200000015713												
STANDARD	All in accordance with SANS 20347: 2014. Or latest, Comply with ISO 9001 (Manufacturer)												
COLOUR	BLACK												
LADIES BLACK LACE-UP SHOES WITH PERFORATED VAMP													

ITEM 2	<table> <tr><td>Description</td><td>Round Toe Gibson, Service Type Shoe</td></tr> <tr><td>Category</td><td>Ladies</td></tr> <tr><td>Construction</td><td>Stuck-on</td></tr> <tr><td>Upper Material</td><td>Calf 0.9 - 1.1mm</td></tr> <tr><td>Linings</td><td>Breathable PU with Randon Fabric Heel Grip</td></tr> <tr><td>Insole</td><td>Cellulose fibre-board</td></tr> <tr><td>Bottom</td><td>Black PU Non-Slip (TPU)</td></tr> <tr><td>Material Origin</td><td>Local</td></tr> <tr><td>Colours</td><td>Black/Navy</td></tr> <tr><td>Sizes</td><td>3 - 10</td></tr> <tr><td>Price</td><td></td></tr> </table> 1631  	Description	Round Toe Gibson, Service Type Shoe	Category	Ladies	Construction	Stuck-on	Upper Material	Calf 0.9 - 1.1mm	Linings	Breathable PU with Randon Fabric Heel Grip	Insole	Cellulose fibre-board	Bottom	Black PU Non-Slip (TPU)	Material Origin	Local	Colours	Black/Navy	Sizes	3 - 10	Price	
Description	Round Toe Gibson, Service Type Shoe																						
Category	Ladies																						
Construction	Stuck-on																						
Upper Material	Calf 0.9 - 1.1mm																						
Linings	Breathable PU with Randon Fabric Heel Grip																						
Insole	Cellulose fibre-board																						
Bottom	Black PU Non-Slip (TPU)																						
Material Origin	Local																						
Colours	Black/Navy																						
Sizes	3 - 10																						
Price																							
DESCRIPTI ON	Ladies Black Lace-Up Shoes with Perforated Vamp																						
APPLICATI ON	ladies' lace-up shoes for personnel of the Metro Police Department																						
SPECIFICA TION	All in accordance with SALM641 Version OL3.1, .3/ July 2012 Gibson style. Perforated vamp. Fully lined. two pairs of eyelets with invisible settings. Pre-moulded Thermos Polyurethane stuck-on unit outer soles and heels.																						
MATERIAL	Gibson style. Perforated vamp. Fully lined. Two pairs of eyelets with invisible settings. Pre-moulded Thermo Polyurethane stuck-on unit outer soles and heels.																						
PROTECTI ON																							

SIZE	Sh oe siz e	2	3	4	5	6	7	8	9	10	11	
	lte m no.	200000046 435	200000046 436	200000046 437	200000046 438	200000046 439	200000046 440	200000046 441	200000046 442	200000046 443	200000000 473	
SPECIAL SIZE	MADE TO MEASUREMENT – MTM (sizes not included in the specifications) - 200000038874											
STANDARD	All in accordance with. SALM641 Version 00.3/ July 2012 Comply with ISO 9001 (Manufacturer)											
COLOUR	BLACK											
LADIES BLACK SQUARE TOE COURT MEDIUM HEEL												
ITEM 3												

DESCRIPTION	Square Toe Court Medium Heel - Ladies												
APPLICATION	Stuck on with Medium Height Heel												
SPECIFICATION	All in accordance with SANS 1482:2016. Or latest Type of shoes shall be with pre-moulded outer sole and heel units and a heel height not exceeding 50 mm 1.75mm Cellulose Fibre, 2mm Shank Board, 3mm Latex Foam and Steel Shank Full Leather with 2mm Latex Foam												
MATERIAL	Type of shoes shall be with pre-moulded outer sole and heel units and a heel height not exceeding 50 mm, Calf 0.9 - 1.1mm												
PROTECTION	Thermo Polyurethane with non-slip strips												
SIZE	Shoe size	2	3	4	5	6	7	8	9	10	11	12	13
	Item	2000000 00474	2000000 00183	2000000 00184	2000000 00185	2000000 00186	2000000 00187	2000000 00188	2000000 00189	2000000 00475	2000000 00476	2000000 00477	2000000 00478

	no.																																		
SPECIAL SIZE	MADE TO MEASUREMENT – MTM (sizes not included in the specifications) - 200000000190																																		
STANDARD	All in accordance with SANS 1482:2016. Or latest.																																		
COLOUR	BLACK																																		
LADIES' BLACK ROUND TOE GIBSON, SERVICE TYPE DRESS SHOES																																			
ITEM 4	<table><tr><td>Description</td><td>Round Toe Gibson, Service Type Dress shoe</td></tr><tr><td>Category</td><td>Ladies</td></tr><tr><td>Construction</td><td>Genuine Goodyear Welted</td></tr><tr><td>Upper Material</td><td>Soft TekTan Leather (1.6 to 1.8mm)</td></tr><tr><td>Linings</td><td>Tan Synthetic Pamplona</td></tr><tr><td>Insole</td><td>Cellulose fibre-board</td></tr><tr><td>Bottom</td><td>Genuine Parabellum Rubber Sole & Heel</td></tr><tr><td>Material Origin</td><td>Local</td></tr><tr><td>Colours</td><td>Black\Brown</td></tr><tr><td>Sizes</td><td>3 - 9</td></tr><tr><td>Price</td><td></td></tr></table> W02592A 													Description	Round Toe Gibson, Service Type Dress shoe	Category	Ladies	Construction	Genuine Goodyear Welted	Upper Material	Soft TekTan Leather (1.6 to 1.8mm)	Linings	Tan Synthetic Pamplona	Insole	Cellulose fibre-board	Bottom	Genuine Parabellum Rubber Sole & Heel	Material Origin	Local	Colours	Black\Brown	Sizes	3 - 9	Price	
	Description	Round Toe Gibson, Service Type Dress shoe																																	
	Category	Ladies																																	
	Construction	Genuine Goodyear Welted																																	
	Upper Material	Soft TekTan Leather (1.6 to 1.8mm)																																	
	Linings	Tan Synthetic Pamplona																																	
	Insole	Cellulose fibre-board																																	
	Bottom	Genuine Parabellum Rubber Sole & Heel																																	
	Material Origin	Local																																	
	Colours	Black\Brown																																	
	Sizes	3 - 9																																	
Price																																			
DESCRIPTION	Round Gibson, Service Type Dress Shoe Ladies																																		
APPLICATION	Shoes in Black Leather for Metro Police.																																		

SPECIFICAT ION	Black smooth high shine leather upper; Lace up; Reinforced lace eyelets; Goodyear welt construction; Slip resistant outsole; non-marking. Soft Toe									
MATERIAL	Leather upper									
PROTECTIO N	Slip resistant outsole; Soft Toe									
SIZE	size	2	3	4	5	6	7	8	9	10
	SAP	2000000464 444	2000000464 445	2000000464 446	2000000464 447	2000000464 448	2000000464 449	2000000464 450	2000000464 451	2000000464 452
SPECIAL SIZE	MADE TO MEASUREMENT – MTM (sizes not included in the specifications) - 200000038876									
STANDARD	All in accordance with SALM 369 VER 03.0 October 2011 or latest. SABS approved									
COLOUR	BLACK									
Local content: Heel, Sole Insole, upper leather, Seat PCE, Welting, lace, vamp lining, laces, toe protector, inside comfort, sole comfort, Eyelets, Heel protector, W/shank Qtr. lining										

PARABELLUM SHOES

ITEM 5	<table><tr><td>Description</td><td>Round Toe Gibson</td></tr><tr><td>Category</td><td>Mens</td></tr><tr><td>Construction</td><td>Goodyear Welt</td></tr><tr><td>Upper Material</td><td>1.6 - 1.8mm Smooth Corrected Grain Leather</td></tr><tr><td>Linings</td><td>Chrome Tanned Syntan Side Leather</td></tr><tr><td>Insole</td><td>2.75mm B.I. Tex/Lat & Gemin, 3/4 Rib and Steel Shank</td></tr><tr><td>Socking</td><td>2 Piece Syntan Side Leather with 2mm Latex Foam</td></tr><tr><td>Bottom</td><td>Black Moulded Rubber with Leather Welt & Seat</td></tr><tr><td>Material Origin</td><td>Local</td></tr><tr><td>Colours</td><td>Black</td></tr><tr><td>Sizes</td><td>3-15</td></tr><tr><td>Spec No.</td><td>SALM 369(VERSION 03.0)</td></tr><tr><td>RT Item No.</td><td>53111501-00039</td></tr><tr><td>Type</td><td>Men's Office Wear</td></tr><tr><td>Price</td><td></td></tr></table>	Description	Round Toe Gibson	Category	Mens	Construction	Goodyear Welt	Upper Material	1.6 - 1.8mm Smooth Corrected Grain Leather	Linings	Chrome Tanned Syntan Side Leather	Insole	2.75mm B.I. Tex/Lat & Gemin, 3/4 Rib and Steel Shank	Socking	2 Piece Syntan Side Leather with 2mm Latex Foam	Bottom	Black Moulded Rubber with Leather Welt & Seat	Material Origin	Local	Colours	Black	Sizes	3-15	Spec No.	SALM 369(VERSION 03.0)	RT Item No.	53111501-00039	Type	Men's Office Wear	Price		 
	Description	Round Toe Gibson																														
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	Spec No.	SALM 369(VERSION 03.0)																														
	RT Item No.	53111501-00039																														
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SIZE	size	2	3	4	5	6	7	8	9	10	11	12	13
	S A P	2000000 00191	2000000 00192	2000000 00193	1000000 03133	1000000 03134	1000000 03135	1000000 03136	10000000 03137	10000000 03138	10000000 03139	1000000 03140	100000 00194
SPECIAL SIZE	MADE TO MEASUREMENT – MTM (sizes not included in the specifications) - 200000038877												
STANDARD	All in accordance with SALM 369 VER 03.0 October 2011 or latest. SABS approved												
COLOUR	BLACK												

ENERGY AND ELECTRICITY BUSINESS UNIT

SAFETY BOOTS UNISEX

ITEM 6	
DESCRIPTION	Boot Safety Nappa Leather Unisex
APPLICATION	The boots should cater for both male and female
SPECIFICATION	Special needs safety boots or shoes Upper Cut from 2.0 – 2.2mm Full Grain Oily Pull-up Leather, increased girth area as per podiatry specifications, padded collar and tongue from soft Nappa leather, 5 pair loops and Ski hooks with corrosion gunmetal coating, and braided lace from polyester yarn and central core for additional strength. Sole • The sole must be from double density PU/Vibram Rubber • The midsole must be from low density flexible Polyurethane with a shore hardness of 0.45mm – 0.5mm • The outer sole must be from 8mm Vibram Rubber with SRC slip resistance rating • The safety boot's sole must have been subjected to voltage of 20kV AC RMS for 60 seconds, with no breakdown occurring • A shank reinforcement should be molded into the midsole for additional arch support • The safety boot must be able to withstand temperatures up to 300° Celsius for 5 minutes, non-conductive and anti-penetration midsole.

	Toe Cap - Steel toecap with extra and double extra wide fitting - The Steel toe cap must be able to withstand an impact load of 200joules											
MATERIAL	Lining The quarter lining must be from an impregnated non-woven Ferra belle material The vamp lining must be from a hi-tech needle fibre blend with excellent perspiration absorbency and must be treated with Ultra-Fresh to impart Hygienic and anti-bacterial properties to the material Top Sock The Energizer Poron / EVA top sock must be from a combination of polyester and wool with excellent perspiration absorbency, bonded to a layer of EVA - The safety boot must have Poron inserts at the ball and heel of the top sock, to offer optimum support where it is needed most, ensuring dynamic impact compression and a gentle rebound with every step taken. - The top sock must be treated with Ultra fresh to impart hygienic and anti-bacterial properties in the material.											
PROTECTION	The top sock must respond to weight and temperature, molding itself to the employees' feet, to minimize aches and pains.											
SIZE	size	3	4	5	6	7	8	9	10	11	12	13
	SAP	20000000 0196	20000000 0197	20000000 0198	20000000 0199	20000000 0200	20000000 0201	20000000 0202	20000000 0203	20000000 0462	20000000 0463	200000 000 464

SPECIAL SIZE	MADE TO MEASUREMENT – MTM (SIZES NOT CARRIED AS INVENTORY) - 200000000465
STANDARD	SANS 20345
COLOUR	BLACK

4. DELIVERABLES

Upon receipt of an official Purchase Order from the Cot, the successful service provider should deliver service within thirty (30) working days.

Special Conditions – Sizes

In certain instances, whereby a suitable shoe size is not available for a member, the successful bidder will be required to communicate with the manufacture of the Shoes / Boots on a Make to Measure (MTM).

Durability of the Product / Quality must comply with the following:

- Color fading of the Shoes / Boots MUST NOT occur within first 6 Months.
- Durability Boots Rubber or Shoes Sole
- No poor stitching will be accepted.
- Failure to comply the successful bidder will have to replace the Item at no cost to the city.

5. STAGES OF EVALUATION

This tender will be evaluated in five (5) stages:

Stage 1: Administrative Compliance.

Stage 2: Mandatory Requirements.

Stage 3: Functionality Criteria

Stage 4: Sample Evaluation

Stage 5: Preference Point System

STAGE 1: ADMINISTRATIVE REQUIREMENTS

All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

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; • 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.

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
c) Confirmation that the bidding company's municipal service charges, 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, or 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 municipal service charges, rates and taxes 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 municipal service charges, rates and taxes are up to date: • 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, or signed lease agreement or letter from the local councillor provided for the company's owners / members / directors / major shareholders? Are municipal service charges, rates and taxes 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 delegation of authority should be submitted with the bid document. 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>		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, Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other colour ink, or non-submission of the MBD forms , will not be considered)
f) Audited Financial Statements for the most recent three (3) years or Audited Financial		Applicable for tenders above R10m in conjunction with MBD 5)

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
Statements from date of existence for companies less than three years old. 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. If the bidder is exempted or not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof from an "independent accounting professional as defined in regulation 26 of Companies Regulation, 2011, stating that the bidder is exempt or not required by law to prepare audited financial statements.		Are Audited financial statements provided (Audited financials must be signed by auditor) Or proof from an "independent accounting professional as defined in regulation 26 of Companies Regulation, 2011, stating that the bidder is not required by law to prepare audited financial statements.
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. 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.		If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.
h)Bidder attended a compulsory briefing session where applicable		A compulsory briefing register must be signed by the bidder. Bidders will be disqualified should they fail to attend compulsory briefing session
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.		Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified. Bidder will be disqualified should they make corrections on the price schedule without attaching a signature or initialising thereto. Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.

STAGE 2: MANDATORY REQUIREMENTS

Bidders to provide the following:

A bidder that bids for this tender MUST submit the following documentation as part of their bid proposal.

IMPORTANT: Bidders should submit valid SANS certificates for the items which they are bidding for.

SANS CERTIFICATION

FOOTWEAR	
SALM 641 VER 00.3 / JULY 2012 OR LATEST	SHOE, LACE-UP, FEMALE. SPECIFICATION: SALM 641 VERSION 003, JULY 2012, PERFORATED VAMPS. ALL SIZES: BOXED. COLOUR: BLACK
SALM 369 VER 03.0 / OCTOBER 2011 OR LATEST	SHOES MEN SERVICE DRESS BLACK VERSION 03,0/ SALM 369 OCTOBER 2011
SANS 1482: 2016 OR LATEST	SHOE, LOAFER, FEMALE. SPECIFICATION: VAMP, QUARTER INSIDE AND OUTSIDE: SOFT CALF (0.9MM/1.2MM). ELASTIC: 40CM. LINING: RIVIERA LINING (0.8MM/1.0MM), 3MM SHANK. SOLE: PVC NITRILE, WEIGHT = 0.16KG. BOTTOM STOCK: INSOLE: 2 MM LINTAFOAM/1.75MM TEXON. BACK HEIGHTS: OUTSIDE/INSIDE (SIZE4) 65MM/52MM. LASTING: PU, CLOSING: NEOPRENE, HEEL ATTACHMENT: STUCK ON PRESS. SIZES: ALL, FITTING: NARROW, MEDIUM AND WIDE. PACKAGING: BOXED COLOUR: BLACK
SANS 20347: 2014 ED2 / ISO20347: 2012 ED2 OR LATEST	BOOT, GUM, RUBBER, KNEE LENGTH. SPECIFICATION: ACID, BLOOD & FAT RESISTANT SHOE, NITRILE SOLE, SABS APPROVED, STEEL TOE CAP WITH 200 JOULES IMPACT RESISTANCE, ULTRA-SAFE OUTBACK IDENTIFICATION: WHITE PVC SHAFT WITH GREY OR RED SOLE, SIZES: UNISEX 5 TO12, PACKAGING: BOXED, COLOUR: WHITE WITH GREY OR RED SOLE
SANS 20345: 2014	Personal protective equipment safety footwear.
SANS 492-3 OR LATEST	Protective and safety gum boots Part 3: Handmade rubber ankle boots for men

IMPORTANT: COMPANIES USING (SANS CERTIFICATE) OF OTHER ORGANISATIONS/COMPANIES

In the event of the bidder sourcing the product(s) from another manufacturer, a valid **(SANS CERTIFICATE)** from that manufacturer must be obtained and the letter from the organization must be on their Letter Head, confirming the agreement, test report with the said Bidder and willingness to assist or the cooperation.

The **(SANS certificate)** must accompany the bid at closing date and time of the bid.

THE CAPABILITY REPORT

The capability report assessing a manufacturer's, supplier's, or company's capacity to design, produce, and deliver shoes, covering production capacity, material sourcing, quality standards, and technical expertise, and must not be older than twelve (12) months. The cost for the capability evaluation and report will be for the account of the bidder. Failure to comply with this condition will invalidate the bidding.

STAGE 3: FUNCTIONALITY CRITERIA

The following criteria and weights will be applied when bids are assessed for functionality.

Failure to reach a minimum of 70 points in this criterion will disqualify tenderer.

BID EVALUATION CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	POINTS CLAIMED
Production – bidders should submit proof indicating the origin of manufacture, in the form of a letter from manufacturer. The letter from the manufacture must clearly state the address of the manufacture	• Locally manufactured • Manufactured outside the country	5 3	6	30

Bidder's previous experience in similar work. Bidders to provide references letters. All references must be signed and on the letterhead of the client company, showing the value of the project, the start and end date	Above 5 years' experience	5	6	30
		4		
	Above 3 and less than 5 years' experience	3		
	Above 2 and less than 3 years' experience	2		
	1 to 2 years' experience			
Bidder's previous performance in similar work. Bidders to provide references letters and appointment letters on successfully completed work. All references and appointment letters must be signed and on the letterhead of the client company, showing the value of the project , the start and end date	5 or more projects completed	5	8	40
		4		
	3 or more projects completed	3		
	2 or more projects completed	2		
	Less than two projects completed			
Total				100

STAGE 4: SAMPLES EVALUATION

It is imperative to note that the Supply Chain Evaluation Committee must request samples from those prospective bidders that have been identified as shortlisted bidders.

These requests for the provision of samples will be extended in a formal e-mail format from the Supply Chain Management Division, requesting that samples be provided for physical verification.

Samples of all the relevant products will be submitted for the purpose of visual screening of products offered for compliance to specification during the evaluation phase.

Each Samples submitted must be accompanied by a comprehensive report from a SANS accreditation, testing authority confirming compliance with the specification. Obtaining such report will be on the account of the interested service provider.

Evaluation Checklist/form provided to ensure bidders will be capable to provide high-quality, compliant, and durable safety items according to specification (Annexure A).

PPE/SAFETY BOOTS AND SHOE SAMPLE EVALUAION CHECKLIST/FORM

1. DETAILS

Tender for the supply, delivery and off-loading of Safety boots and shoes to the City of Tshwane, for a period of three (3) years, on as and when required basis.

1.1 Bidder:

Bidders must submit one sample per Item, together with the data sheet.			
Does the sample comply with the requirements of the specification		YES	NO
SECTION A			
Item 1	SHOE SAFETY, POLYURETHANE/ RUBBER SOLE FOR HEAT (300°C).		
Item 2	BOOT SAFETY / RUBBER/DUAL COMPOUND RUBBER SOLE FOR HEAT (300°C).		
Item 3	SHOE SAFETY, POLYURETHANE OR PU/TPU SOLE WITH WOOL INSOLE.		
Item 4	BLACK SAFETY CHUKKA BOOT, POLYURETHANE OR PU SOLE WITH A WOOL INSOLE.		
Item 5	BLACK SAFETY LEISURE SHOE, DUAL DENSITY POLYURETHANE FLAT SOLE WITH DUAL TONGUE MECHANISM AND LEATHER UPPERS FOR BOWLING GREENS		
Item 6	BLACK SAFETY LEISURE CHUKKA BOOT, DUAL DENSITY POLYURETHANE FLAT SOLE WITH DUAL TONGUE MECHANISM AND LEATHER UPPERS FOR BOWLING GREENS.		
Item 7	BLACK SAFETY GUMBOOT, PVC, LINED, WITH IVORY MOULDED SOLE, WITH STEEL TOECAP		

Bidders must submit one sample per Item.			
Does the sample comply with the requirements of the specification		YES	NO
SECTION B			

Item 1	BLACK BOOTS UNISEX SWAT OR SIMILAR-A RUGGED POLICE BOOT WITH COMBINATION LEATHER-AND-FABRIC DESIGN		
Item 2	LADIES BLACK LACE-UP SHOES WITH PERFORATED VAMP		
Item 3	SQUARE TOE COURT MEDIUM HEEL - LADIES		
Item 4	ROUND GIBSON, SERVICE TYPE DRESS SHOE LADIES		
Item 5	MEN'S SERVICE TYPE OFFICER'S SHOES		
Item 6	BOOT SAFETY NAPPA LEATHER UNISEX		

STAGE 5: PREFERENCE POINT SYSTEM

The preferential point system used will be the 90/10 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

90 points for price

10 points for Specific goals

Specific Goals

- Bidders are required to submit supporting documents for their bids to claim the specific goal points.
- Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 90 for price only and zero (0) points out of 10 for specific goals.
- City of Tshwane shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.

The specific goal for this bid is outlined below.

Specific goals	90/10 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies • Level 1 • Level 2 • Level 3 • Level 4	• 4 Points • 3.5 Points • 3 Points • 2.5 Points • 2 Points • 1.5 Points	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B- BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.

Level 5		
Specific goals	90/10 preference point system	Proof of specific goals to be submitted
- Level 6 - Level 7 - Level 8 - Non-compliant	1 Point 0.5 Points 0 Points	
EME and/ or QSE	1 Point	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
At least 51% of Women-owned companies	1 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)
At least 51% owned companies by People with disability	1 Point	Medical Certificate with doctor's details (Practice Number, Physical 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	1 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 - City of Tshwane - Gauteng - National	2 Points 1 Point 1 Point	Municipal Account statement/Lease agreement.

6. PRICE SCHEDULE: SAFETY BOOTS AND SHOES

ITEM 1: SAFETY SHOE

ITEM 1: SAFETY SHOE						
NR	SIZE	MATERIAL NUMBER	DESCRIPTION	Estimated Quantity	Unit Price Per Pair (Exclusive of VAT)	Total (Unit Price X Estimated Quantity)
1.1	Size 3		BLACK SAFETY SHOE, POLYURETHANE/NEOPRENE OR RUBBER/NITRILE OR POLYURETHANE/NITRILE SOLE FOR HEAT (300°C) WITH MTM.	1		
1.2	Size 4			1		
1.3	Size 5	Non-stock		1		
1.4	Size 6	100000019668		1		
1.5	Size 7	100000019669		1		
1.6	Size 8	100000019670		1		
1.7	Size 9	100000019671		1		
1.8	Size 10	100000019672		1		
1.9	Size 11	100000019673		1		
1.10	Size 12	100000019674		1		
1.11	Size-13	200000037985		1		
TOTAL (Exclusive of VAT)						R
VAT (15%)						R
TOTAL (Inclusive of VAT)						R

ITEM 2: SAFETY BOOTS

ITEM 2: SAFETY SHOE						
NR	SIZE	MATERIAL NUMBER	DESCRIPTION	Estimated Quantity	Unit Price Per Pair (Exclusive of VAT)	Total (Unit Price X Estimated Quantity)
2.1	Size 3	200000000195	BROWN SAFETY CHUKKA BOOT,	1		

2.2	Size 4	100000010017	POLYURETHANE/NEOPRENE OR RUBBER/NITRILE OR POLYURETHANE/NITRILE SOLE FOR HEAT (300°C) WITH MTM.	1		
2.3	Size 5	100000019693		1		
2.4	Size 6	100000019694		1		
2.5	Size 7	100000019695		1		
2.6	Size 8	100000019696		1		
2.7	Size 9	100000019697		1		
2.8	Size 10	100000019698		1		
2.9	Size 11	100000019699		1		
2.10	Size 12	100000019700		1		
2.11	Size 13	100000019701		1		
2.12	Size MTM	200000046682		1		
TOTAL (Exclusive of VAT)						R
VAT (15%)						R
TOTAL (Inclusive of VAT)						R

ITEM 3: SAFETY SHOE

ITEM 3: SAFETY SHOE						
NR	SIZE	MATERIAL NUMBER	DESCRIPTION	Estimated Quantity	UNIT PRICE PER PAIR (Exclusive of VAT)	Total (Unit Price X Estimated Quantity)
3.1	Size 3	100000026721	BLACK SAFETY SHOE, POLYURETHANE OR PU/TPU SOLE WITH WOOL INSOLE WITH MTM.	1		
3.2	Size 4	100000026721		1		
3.3	Size5	100000003166		1		
3.4	Size 6	100000003167		1		
3.5	Size 7	100000003168		1		
3.6	Size8	100000003169		1		

3.7	Size 9	100000003170		1		
3.8	Size 10	100000003162		1		
3.9	Size 11	100000003163		1		
3.10	Size 12	100000003164		1		
3.11	Size 13	100000003165		1		
3.12	Size MTM	200000038870		1		
TOTAL (Exclusive of VAT)						R
VAT (15%)						R
TOTAL (Inclusive of VAT)						R

ITEM 4: SAFETY BOOT

ITEM 4: SAFETY BOOT						
NR	SIZE	MATERIAL NUMBER	DESCRIPTION	Quantity	UNIT PRICE PER PAIR (Exclusive of VAT)	Total (Unit Price X Quantity)
4.1	Size 3	100000026717	BLACK SAFETY CHUKKA BOOT, POLYURETHANE OR PU/TPU SOLE WOOL INSOLE WITH MTM.	1		
4.2	Size 4	100000026719		1		
4.3	Size 5	100000002825		1		
4.4	Size 6	100000002826		1		
4.5	Size 7	100000002827		1		
4.6	Size 8	100000002828		1		
4.7	Size 9	100000002829		1		
4.8	Size 10	100000002830		1		
4.9	Size 11	100000002831		1		
4.10	Size 12	100000002832		1		
4.11	Size MTM	200000038870		1		
TOTAL (Exclusive of VAT)						R
VAT (15%)						R
TOTAL (Inclusive of VAT)						R

ITEM 5: SAFETY SHOE

ITEM 5: SAFETY SHOE						
NR	SIZE	MATERIAL NUMBER	DESCRIPTION	Quantity	UNIT PRICE PER PAIR (Exclusive of VAT)	Total (Unit Price X Quantity)
5.1	Size 3	200000000469	BLACK SAFETY LEISURE SHOE, DUAL DENSITY POLYURETHANE FLAT SOLE WITH DUAL TONGUE MECHANISM AND LEATHER UPPERS FOR BOWLING GREENS.	1		
5.2	Size 4	200000000470		1		
5.3	Size 5	200000000174		1		
5.4	Size 6	200000000175		1		
5.5	Size 7	200000000176		1		

5.6	Size 8	200000000177		1		
5.7	Size 9	200000000178		1		
5.8	Size 10	200000000179		1		
5.9	Size 11	200000000180		1		
5.10	Size 12	200000000181		1		
5.11	Size MTM	200000000182		1		
TOTAL (Exclusive of VAT)						R
VAT (15%)						R
TOTAL (Inclusive of VAT)						R

ITEM 6: SAFETY BOOT

ITEM 6: SAFETY BOOT						
NR	SIZE	MATERIAL NUMBER	DESCRIPTION	Quantity	UNIT PRICE PER PAIR (Exclusive of VAT)	Total (Unit Price X Quantity)
6.1	Size 3	200000000471	BLACK SAFETY LEISURE CHUKKA BOOT, DUAL DENSITY POLYURETHANE FLAT SOLE WITH DUAL TONGUE MECHANISM AND LEATHER UPPERS FOR BOWLING GREENS.	1		
6.2	Size 4	200000000472		1		
6.3	Size 5	20000033622		1		
6.4	Size 6	20000033623		1		
6.5	Size 7	200000336224		1		
6.6	Size 8	20000033625		1		
6.7	Size 9	20000033626		1		
6.8	Size 10	20000033627		1		
6.9	Size 11	20000033628		1		
6.10	Size 12	20000033629		1		
6.11	Size MTM	200000346683		1		
TOTAL (Exclusive of VAT)						
VAT (15%)						
TOTAL (Inclusive of VAT)						

ITEM 7: GUMBOOTS

ITEM 7: GUMBOOTS						
NR	SIZE	MATERIAL NUMBER	DESCRIPTION	Quantity	UNIT PRICE PER PAIR (Exclusive of VAT)	Total (Price X Quantity)
7.1	Size 5	100000002816	BLACK SAFETY GUMBOOT, PVC, LINED, WITH IVORY MOULDED SOLE, WITH STEEL TOECAP WITH MTM.	1		
7.2	Size 6	100000002817		1		
7.3	Size 7	100000002818		1		
7.4	Size 8	100000002819		1		

7.5	Size 9	100000002820		1		
7.6	Size 10	100000002821		1		
7.7	Size11	100000002822		1		
7.8	Size 12	100000002823		1		
7.9	Size MTM	200000038873		1		
TOTAL (Exclusive of VAT)						
VAT (15%)						
TOTAL (Inclusive of VAT)						

SECTION B

ITEM 1: BOOTS UNISEX SWAT

ITEM 1. TMPD, SECURITY CLUSTER, EMERGENCY, BLACK BOOTS - UNISEX						
NR	SIZE	MATERIAL NUMBER	DESCRIPTION (See spec above)	Quantity	UNIT PRICE PER PAIR (Exclusive of VAT)	Total (Price X Quantity)
1.1	Size 3	100000002783	TMPD BOOT UNISEX BLACK	1		
1.2	Size 4	100000002784	TMPD BOOT UNISEX BLACK	1		
1.3	Size 5	100000002785	TMPD BOOT UNISEX BLACK	1		
1.4	Size 6	100000002786	TMPD BOOT UNISEX BLACK	1		
1.5	Size 7	100000002787	TMPD BOOT UNISEX BLACK	1		
1.6	Size 8	100000002788	TMPD BOOT UNISEX BLACK	1		
1.7	Size 9	100000002789	TMPD BOOT UNISEX BLACK	1		
1.8	Size 10	100000002790	TMPD BOOT UNISEX BLACK	1		

1.9	Size 11	100000002791	TMPD BOOT UNISEX BLACK	1		
1.10	Size 12	100000002792	TMPD BOOT UNISEX BLACK	1		
1.11	Size 13	100000002793	TMPD BOOT UNISEX BLACK	1		
1.12	Size MTM	200000015713	TMPD BOOT UNISEX BLACK	1		
TOTAL (Exclusive of VAT)						
VAT (15%)						
TOTAL (Inclusive of VAT)						

ITEM 2: LADIES BLACK LACE-UP SHOES WITH PERFORATED VAMP

ITEM 2: LADIES BLACK LACE-UP SHOES WITH PERFORATED VAMP						
NR	SIZE	MATERIAL NUMBER	DESCRIPTION (See spec above)	Quantity	UNIT PRICE PER PAIR (Exclusive of VAT)	Total (Price X Quantity)
2.1	Size 2	200000046435	TMPD SHOES LACE-UP BLACK	1		
2.2	Size 3	200000046436	TMPD SHOES LACE-UP BLACK	1		
2.3	Size 4	200000046437	TMPD SHOES LACE-UP BLACK	1		
2.4	Size 5	200000046438	TMPD SHOES LACE-UP BLACK	1		
2.5	Size 6	200000046439	TMPD SHOES LACE-UP BLACK	1		
2.6	Size 7	200000046440	TMPD SHOES LACE-UP BLACK	1		
2.7	Size 8	200000046441	TMPD SHOES LACE-UP BLACK	1		
2.8	Size 9	200000046443	TMPD SHOES LACE-UP BLACK	1		
2.9	Size 10	200000000473	TMPD SHOES LACE-UP BLACK	1		

2.10	Size MTM	200000038874		1		
TOTAL (Exclusive of VAT)						
VAT (15%)						
TOTAL (Inclusive of VAT)						

ITEM 3: LADIES BLACK SQUARE TOE COURT MEDIUM HEEL

ITEM 3: LADIES BLACK SQUARE TOE COURT MEDIUM HEEL						
NR	SIZE	MATERIAL NUMBER	DESCRIPTION	Quantity	UNIT PRICE PER PAIR (Exclusive of VAT)	Total (Price X Quantity)
3.1	Size 2	200000000474	TMPD SHOES ELEGANT COURT BLACK SIZE 2	1		
3.2	Size 3	200000000183	TMPD SHOES ELEGANT COURT BLACK SIZE 3	1		
3.3	Size 4	200000000184	TMPD SHOES ELEGANT COURT BLACK SIZE 4	1		
3.4	Size 5	200000000185	TMPD SHOES ELEGANT COURT BLACK SIZE 5	1		
3.5	Size 6	200000000186	TMPD SHOES ELEGANT COURT BLACK SIZE 6	1		
3.6	Size 7	200000000187	TMPD SHOES ELEGANT COURT BLACK SIZE 7	1		
3.7	Size 8	200000000188	TMPD SHOES ELEGANT COURT BLACK SIZE 8	1		
3.8	Size 9	200000000189	TMPD SHOES ELEGANT COURT BLACK SIZE 9	1		
3.9	Size 10	200000000475	TMPD SHOES ELEGANT COURT BLACK SIZE 10	1		
3.10	Size 11	200000000476	TMPD SHOES ELEGANT COURT BLACK SIZE 11	1		
3.11	Size 12	200000000477	TMPD SHOES ELEGANT COURT BLACK SIZE 12	1		
3.12	Size 13	200000000478	TMPD SHOES ELEGANT COURT BLACK SIZE 13	1		

3.13	Size MTM	200000038875		1		
TOTAL (Exclusive of VAT)						
VAT (15%)						
TOTAL (Inclusive of VAT)						

ITEM 4: LADIES' BLACK ROUND TOE GIBSON, SERVICE TYPE DRESS SHOES

ITEM 4: LADIES' BLACK ROUND TOE GIBSON, SERVICE TYPE DRESS SHOES						
ITEM 4: LADIES' BLACK ROUND TOE GIBSON, SERVICE TYPE DRESS SHOES						
NR	SIZE	MATERIAL NUMBER	DESCRIPTION	Estimated Quantity	UNIT PRICE PER PAIR (Exclusive of VAT)	Total (Price Estimated Quantity) X
4.1	Size 2	200000046444	TMPD SHOS ROUND TOE GIBSON, SERVICE TYPE DRESS BLACK SIZE 2	1		
4.2	Size 3	200000046445	TMPD SHOS ROUND TOE GIBSON, SERVICE TYPE DRESS BLACK SIZE 3	1		
4.3	Size 4	200000046446	TMPD SHOS ROUND TOE GIBSON, SERVICE TYPE DRESS BLACK SIZE 4	1		
4.4	Size 5	200000046447	TMPD SHOS ROUND TOE GIBSON, SERVICE TYPE DRESS BLACK SIZE 5	1		
4.5	Size 6	200000046448	TMPD SHOS ROUND TOE GIBSON, SERVICE TYPE DRESS BLACK SIZE 6	1		
4.6	Size 7	200000046449	TMPD SHOS ROUND TOE GIBSON, SERVICE TYPE DRESS BLACK SIZE 7	1		
4.7	Size 8	200000046450	TMPD SHOS ROUND TOE GIBSON, SERVICE TYPE DRESS BLACK SIZE 8	1		
4.8	Size 9	200000046451	TMPD SHOS ROUND TOE GIBSON, SERVICE TYPE DRESS BLACK SIZE 9	1		
4.9	Size 10	200000046452	TMPD SHOS ROUND TOE GIBSON, SERVICE TYPE DRESS BLACK SIZE 10	1		
4.10	Size MTM	200000038876		1		
TOTAL (Exclusive of VAT)						
VAT (15%)						
TOTAL (Inclusive of VAT)						

ITEM 5: MEN'S PARABELLUM SHOE

ITEM 5: MEN'S PARABELLUM SHOE						
NR	SIZE	MATERIAL NUMBER	DESCRIPTION	Estimated Quantity	UNIT PRICE PER PAIR (Exclusive of VAT)	Total (Price Estimated Quantity) X
5.1	Size 2	200000000191	TMPD SHOES MEN PARABELLUM BOOT BLACK SIZE 2	1		
5.2	Size 3	200000000192	TMPD SHOES MEN PARABELLUM BOOT BLACK SIZE 3	1		
5.3	Size 4	200000000191	TMPD SHOES MEN PARABELLUM BOOT BLACK SIZE 4	1		
5.4	Size 5	SAP 100000003133	TMPD SHOS ROUND TOE GIBSON, SERVICE TYPE DRESS BLACK SIZE 5	1		
5.5	Size 6	SAP 100000003134	TMPD SHOS ROUND TOE GIBSON, SERVICE TYPE DRESS BLACK SIZE 6	1		
5.6	Size 7	SAP 100000003135	TMPD SHOS ROUND TOE GIBSON, SERVICE TYPE DRESS BLACK SIZE 7	1		
5.7	Size 8	SAP 100000003136	TMPD SHOS ROUND TOE GIBSON, SERVICE TYPE DRESS BLACK SIZE 8	1		
5.8	Size 9	SAP 100000003137	TMPD SHOS ROUND TOE GIBSON, SERVICE TYPE DRESS BLACK SIZE 9	1		
5.9	Size 10	SAP 100000003138	TMPD SHOS ROUND TOE GIBSON, SERVICE TYPE DRESS BLACK SIZE 10	1		
5.10	Size 11	SAP 100000003139	TMPD SHOS ROUND TOE GIBSON, SERVICE TYPE DRESS BLACK SIZE 11	1		
5.11	Size 12	SAP 100000003140	TMPD SHOS ROUND TOE GIBSON, SERVICE TYPE DRESS BLACK SIZE 12	1		

5.12	Size 13	SAP 100000000194	TMPD SHOS ROUND TOE GIBSON, SERVICE TYPE DRESS BLACK SIZE 13	1		
5.13	Size MTM	200000038877	TMPD SHOES MEN PARABELLUM BOOT BLACK SIZE MTM	1		
TOTAL (Exclusive of VAT)						
VAT (15%)						
TOTAL (Inclusive of VAT)						

Item 6: SAFETY BOOT UNISEX

Item 6: SAFETY BOOT UNISEX						
NR	SIZE	MATERIAL NUMBER	DESCRIPTION	Estimated Quantity	UNIT PRICE PER PAIR (Exclusive of VAT)	Total (Price X Estimated Quantity)
6.1	Size 3	200000000196	BLACK SAFETY SHOE, POLYURETHANE/NEOPRENE OR RUBBER/NITRILE OR POLYURETHANE/NITRILE SOLE FOR HEAT (300°C) WITH MTM. Padded collar and tongue from soft Nappa leather and 5 pair loops and Ski hooks with corrosion gunmetal coating	1		
6.2	Size 4	200000000197		1		
6.3	Size 5	200000000198		1		
6.4	Size 6	200000000199		1		
6.5	Size 7	200000000200		1		
6.6	Size 8	200000000201		1		
6.7	Size 9	200000000202		1		
6.8	Size 10	200000000203		1		
6.9	Size 11	200000000462		1		
6.10	Size 12	200000000463		1		
6.11	Size 13	200000000464		1		
6.12	Size MTM	200000000465		1		

TOTAL (Exclusive of VAT)	
VAT (15%)	
TOTAL (Inclusive of VAT)	

7. SUMMARY TABLE

SECTION A		Clearly Indication Items you are Bidding for
Item 1	SHOE SAFETY, POLYURETHANE/ RUBBER SOLE FOR HEAT (300°C).	
Item 2	BOOT SAFETY / RUBBER/DUAL COMPOUND RUBBER SOLE FOR HEAT (300°C).	
Item 3	SHOE SAFETY, POLYURETHANE OR PU/TPU SOLE WITH WOOL INSOLE.	
Item 4	BLACK SAFETY CHUKKA BOOT, POLYURETHANE OR PU SOLE WITH A WOOL INSOLE.	
Item 5	BLACK SAFETY LEISURE SHOE, DUAL DENSITY POLYURETHANE FLAT SOLE WITH DUAL TONGUE MECHANISM AND LEATHER UPPERS FOR BOWLING GREENS	
Item 6	BLACK SAFETY LEISURE CHUKKA BOOT, DUAL DENSITY POLYURETHANE FLAT SOLE WITH DUAL TONGUE MECHANISM AND LEATHER UPPERS FOR BOWLING GREENS.	
Item 7	BLACK SAFETY GUMBOOT, PVC, LINED, WITH IVORY MOULDED SOLE, WITH STEEL TOECAP	

SECTION B		Clearly Indication Items you are Bidding for
Item 1	BLACK BOOTS UNISEX SWAT OR SIMILAR-A RUGGED POLICE BOOT WITH COMBINATION LEATHER-AND-FABRIC DESIGN	
Item 2	LADIES BLACK LACE-UP SHOES WITH PERFORATED VAMP	
Item 3	SQUARE TOE COURT MEDIUM HEEL - LADIES	
Item 4	ROUND GIBSON, SERVICE TYPE DRESS SHOE LADIES	
Item 5	MEN'S SERVICE TYPE OFFICER'S SHOES	
Item 6	BOOT SAFETY NAPPA LEATHER UNISEX	

8. AWARD

The tender will be awarded to a maximum of 3 service providers per item.

The City intends to appoint a maximum of three (3) service providers per item. Service provider is expected to complete Pricing Schedule for the item/ items they are bidding on and should more than three (3) qualify as per stages, the bidder with the highest scores will be considered.

Allocation method will be based according based on the performance of the service provider. The City will further reserve the right to allocate more work to the service provider who delivered in the best lead time and to allocate less work to service provider who took long to deliver the items.

9. VALIDITY PERIOD

The validity period for the tender after closure is 90 days. City of Tshwane shall have right and power to extent any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

10. 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 tenderer 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.

11. DRAFT SERVICE LEVEL AGREEMENTS

Should it be considered as a requirement by the City of Tshwane: Group Legal & Secretariat Services Department, a Service Level Agreement will be finalized upon award of this tender? Such Service Level Agreement, will be signed

between the City of Tshwane and the Successful bidder, if not, the condition of this Tender will serve as the contract between the City of Tshwane and Successful Service Provider.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER :	GFS 06 2025/26	CLOSING DATE:	21 April 2026	CLOSING TIME:	10:00 am
DESCRIPTION	Tender for the supply, delivery and off-loading of safety boots and safety shoes, over a 3-year period as and when required				
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					
0001					
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]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
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	DEPARTMENT	Group Financial Services
CONTACT PERSON	Oshebeng Leballo	CONTACT PERSON	Suzan K. Mphahlele
TELEPHONE NUMBER	012 358 6395	TELEPHONE NUMBER	012 358 1768
EMAIL ADDRESS	Oshebeng.Leballo@tshwane.gov.za	EMAIL ADDRESS	SuzanMp@tshwane.gov.za

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
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.
2. TAX COMPLIANCE REQUIREMENTS	

2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
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.	
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
3.1	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES ☐ NO ☐
3.2	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES ☐ NO ☐
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:

DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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
Closing Time	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)
----------	----------	-------------	--

- 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
Closing Time	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.....

1. 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, shareholder²)
 - 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 90/10 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 | 90 |
| SPECIFIC GOALS | 10 |
| 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:

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

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—
- 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
 - 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	90/10 preference point system	Number of points claimed (90/10 system) (To be completed by the tenderer)
BB-BEE score of companies - Level 1 - Level 2 - Level 3 - Level 4 - Level 5 - Level 6 - Level 7 - Level 8 - Non-compliant	4 Points 3.5 Points 3 Points 2.5 Points 2 Points 1.5 Points 1 Point 0.5 Points 0 Points	
EME and/ or QSE	1 Point	
At least 51% of Women-owned companies	1 Point	
At least 51% owned companies by People with disability	1 Point	
At least 51% owned companies by Youth	1 Point	
Local Economic Participation - City of Tshwane - Gauteng - National	2 Points 1 Point 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.

.....

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 **GFS 06 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 Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - 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	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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 ☐	No ☐
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 ☐	No ☐

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 ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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: **GFS 06 2025/26**

TENDER FOR THE SUPPLY, DELIVERY AND OFF-LOADING OF SAFETY BOOTS AND SAFETY SHOES, OVER A 3-YEAR PERIOD AS AND WHEN REQUIRED

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.

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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	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: (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 | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 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 | <p>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.</p> <p>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.</p> |

- 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	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; 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 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.
29. Governing language	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.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	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

- 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.
- 32. Taxes and duties**
- 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.
- 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.
- 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.
- 33. National Industrial Participation (NIP) Programme**
- 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
- 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)