



logistics division

Department:
Defence
REPUBLIC OF SOUTH AFRICA

CPSC/B/183/2026

Telephone: 012 649-6700/6642
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Enquiries: Warrant Officer W. Ratshilavhi

Department of Defence
(Logistic Support Formation)
Central Procurement Service Centre
Eco-Origin Office Park, Block E
349 Witch Hazel Avenue
Eco Park, Centurion
0157

18 September 2026

Sir/Madam

**INVITATION BID NUMBER: CPSC/B/183/2026 OUTSOURCING OF SERVICE
PROVIDER FOR SUPPLY AND DELIVERY OF BOOTS, BROWN, MENS
PARATROOPERS AT SA ARMY HEADQUARTERS, PRETORIA**

CLOSING TIME FOR BID: 11:00 AM ON 12 OCTOBER 2026

1. You are hereby invited to furnish this Department with a bid for the supply of the above-mentioned items as per attached documents. The documents, you should be in possession of are; This Cover Letter, SBD 1, SBD 3 (Pricing Schedule), Group Questionnaire, Specification (if applicable), SBD 4, SBD 6.1, Sub-Contractor Form and Vetting and Screening.

2. **THE FOLLOWING CONDITIONS MUST BE STRICTLY ADHERED TO; FAILURE TO ADHERE TO ALL THE CONDITIONS LISTED BELOW WILL INVALIDATE YOUR BID:**

- a. Bidders are requested to complete all Standard Bidding Documents (SBD's) in full.
- b. Please note that any scratches or using of tippex is not allowed on the pricing schedule or SBD 3.
- c. A Group Questionnaire must be submitted with the bid documents and be fully complete. Failure to fully complete the group questionnaire will invalidate the bid.
- d. A sealed two separate envelope system must be adhered to: one envelope for technical proposal must be dropped in the bid box and one envelope for price proposal (SBD3) must be submitted at Warrant Officer M.S. Maganedis's office. The envelopes must be labelled correctly. Submission of one envelope will invalidate your bid.

Lefapha la Boiphemelo . Umnyango wezokuVikela . Kgoro ya Tshireletso . Sebe lezoKhuselo . Department of Defence . Muhasho wa Tsireledzo
UmNyango WezokuVikela . Ndzawulo ya swa Vusireheleni . Lehapha la Tshireletso . Departement van Verdediging . LiTiko leTekuvikela



RESTRICTED

INVITATION BID NUMBER: CPSC/B/183/2026 OUTSOURCING OF SERVICE PROVIDER FOR SUPPLY AND DELIVERY OF BOOTS, BROWN, MENS PARATROOPERS AT SA ARMY HEADQUARTERS, PRETORIA

3. The conditions contained in General Bid Conditions (GBC), General Conditions of Contract (GCC) and all the attached forms will apply to your Bid.

4. Kindly bid by completing the relevant forms, redirect to the **DEPARTMENT OF DEFENCE, LOGISTIC SUPPORT FORMATION, CENTRAL PROCUREMENT SERVICE CENTRE** to reach the bid receipt office not later than the closing date and time, or deposit in the bid box in the security office at the **Main Entrance Central Procurement Service Centre, Eco-Origin Office Park, Block E, 349 Witch Hazel Avenue, Eco Park, Centurion before the closing date and time.**

5. Please note that the bid box will be closed daily between 11:00am and 12:00am. Bids can be handed in at the CPSC Bid Receipt Section Ground Floor during this period. However, if the bid is late it will as a rule not be accepted for consideration.

6. The following persons can be contacted regarding the following aspects of this Bid only during office hours:

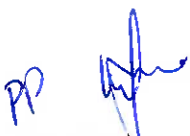
a. **Completion of Bid Document: Warrant Office M.E. Marimane (012) 649 6610**

b. **Technical Information: Colonel M.S. Mokgosi (012) 355 2102.**

7. Kindly take note that according to Government Gazette No 9544 Vol 552 dated 08 June 2011 No 34350, all bidders must submit their B-BBEE status level certificates together with their bids. Should the certificate not be submitted, a zero (0) point will be allocated.

8. **There will be a compulsory Bidders Information Briefing Session on 28 SEPTEMBER 2026 at 11:00. The venue will be CENTRAL PROCUREMENT SERVICE CENTRE, 349 WITCH-HAZEL, ECO-PARK, BLOCK E, Centurion. No Late Comers will be entertained and failure to attend on time will invalidate your Bid.**

Yours Sincerely



(CAPTAIN M.G. MMEKWA)

OFFICER COMMANDING CENTRAL PROCUREMENT SERVICE CENTRE: COLONEL

RESTRICTED



**OUTSOURCING OF SERVICE PROVIDER FOR THE SUPPLY
AND DELIVERY OF 2000 X FOOTWEAR, MEN'S
PARATROOPER BOOTS FOR THE SOUTH AFRICAN ARMY
HEADQUARTERS**

CPSC/B/183/2026

VALIDITY: 90 Days

CLOSING DATE AND TIME: 12/10/2026 at 11H00

INDEX

Section A: Bid General Information

Contact Information
Bid Submissions
Standard Bid Documents

Section B: Bid Adjudication Information

Central Supplier Database (CSD) Full Report
Evaluation Criteria
Sub-contractors
Certificates

Section C: Requirement and Contract Information

General Bid Conditions (GBC): Department of Defence
General Conditions of Contract (GCC): National Treasury
Special Conditions of Contract (SCC): National Treasury
Special Conditions of Contract (SCC): End -User
Specifications/Scope of Work

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 2 of 46
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SECTION A:
BID GENERAL INFORMATION

Contact Information

Bid Submissions

Standard Bid Documents

Prepared by: TSS

Approved by: CCPSC

AMENDMENT : 000
Original

DATE : 15 /09/2026

Page 3 of 46

CONTACT INFORMATION

1. Technical Information:

Maj P.P. Magagula

Office Tel No: (012) 355 1666/1120

Cell Number:

2. Information regarding the Bid Document or Bidding Process:

WO1 M.E. Marimane

Office Tel No: (012) 649 6658

Fax No: (012) 649 6645

L/Cpl P.T. Makwana

Office Tel No: (012) 649 6628

3. Contract Management: (After awarding of contract)

Major M.E. Mukhanu

Office Tel No: (012) 649 6726

Prepared by: TSS

Approved by: CCPSC

AMENDMENT : 000
Original

DATE : 15 /09/2026

Page 4 of 46

BID SUBMISSIONS

4. Closing period of bid : 5 to 6 weeks
5. Closing date and time :2026 at 11h00
6. Validity of bid : 90 days
7. Address for depositing of bid documents:

Street: Central Procurement Service Centre
Eco-Origin Office Park
Block E
349 Witch Hazel Park Eco-park
Centurion

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 5 of 46
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STANDARD BID DOCUMENTS (SBD)

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 6 of 46
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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	CPSC-B-183-2026	CLOSING DATE:	12 OCTOBER 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	INVITATION BID NUMBER: CPSC/B/183/2026 OUTSOURCING OF SERVICE PROVIDER FOR SUPPLY AND DELIVERY OF BOOTS, BROWN, MENS PARATROOPERS AT SA ARMY HEADQUARTERS, PRETORIA				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Central Procurement Service Centre					
Eco-Origin Office Park, Block E					
349 Witch Hazel Avenue					
Eco Park, Centurion					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Captain M.G. Mmekwa		CONTACT PERSON	Colonel M.S. Mokgosi	
TELEPHONE NUMBER	(012) 649-6700/6642		TELEPHONE NUMBER	(012) 355 2102	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	mmantwa.mmekwa@dod.mil.za		E-MAIL ADDRESS	n/a	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

Request for Bid : CPSC/B/183/2026

Author: W Ratshilavhi
Date: 09/18/2026 12:30:31

PRICING SCHEDULE

Bid No: CPSC/B/183/2026
Document No: 0000645065
Description: OUTSOURCING A SERVICE PROVIDER FOR SUPPLY AND DELIVERY OF BOOTS, MENS, BROWN, PARATROOPERS AT SOUTH AFRICAN ARMY HEADQUARTER, PRETORIA
Currency: ZAR
Closing Date: 2026/10/12 11:00:00
Status: Created
Validity Days:
Document Type: Request for Bid Open
Company Name:
Attention:
Tel No:
Fax No:
Cell No:
Email:

No.	Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
1	18-400-1268	TOTAL COST FOR SUPPLY AND DELIVERY OF BOOT COMBAT, SA SRMY, MANS, PARATROOPERS, NONSLIP, BROWN, SIZE 247 M (6) AS PER ATTACHED SPECIFICATION	SA ARMY HQ		Total for All	
		Line Comment	Lead Time	Quantity Required	Quantity Available	
				200		
		Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
		Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-400-1269	TOTAL COST FOR SUPPLY AND DELIVERY OF BOOT COMBAT, SA ARMY, MANS, PARATROOPERS, NONSLIP, BROWN: SIZE 255 M (7) AS PER ATTACHED SPECIFICATION	SA ARMY HQ		Total for All	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			300		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

2

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-400-1270	TOTAL COST FOR SUPPLY AND DELIVERY OF BOOT COMBAT, SA ARMY, MANS, NONSLIP, BROWN: SIZE 262 W (8) AS PER ATTACHED SPECIFICATION	SA ARMY HQ		Total for All	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			820		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

3

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-400-1271	TOTAL COST FOR SUPPLY AND DELIVERY OF BOOT COMBAT, SA ARMY, MANS, PARATROOPERS, NONSLIP, BROWN: SIZE 270 W (9) AS PER ATTACHED SPECIFICATION	SA ARMY HQ		Total for All	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			460		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

4

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-400-1272	TOTAL COST FOR SUPPLY AND DELIVERY OF BOOT COMBAT, SA ARMY, MANS, PARATROOPERS, NONSLIP, BROWN: SIZE 280 W (10) AS PER ATTACHED SPECIFICATION	SA ARMY HQ		Total for All	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			460		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

5

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-400-1272	TOTAL COST FOR SUPPLY AND DELIVERY OF BOOT COMBAT, SA ARMY, MANS, PARATROOPERS, NONSLIP, BROWN: SIZE 277 W (10) AS PER ATTACHED SPECIFICATION	SA ARMY HQ		Total for All	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			200		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-400-1273	TOTAL COST FOR SUPPLY AND DELIVERY OF BOOT COMBAT, SA ARMY, MANS, PARATROOPERS, NONSLIP, BROWN: SIZE 285 W (11) AS PER ATTACHED SPECIFICATION	SA ARMY HQ		Total for All	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			20		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Allocate Lead Time for all Items (Days)

The following conditions are hereby accepted:
"Standard Terms and Conditions" or "General Conditions of Contract" Available on Websites () or attached
The awarding of the price quotation as determined by (Department of Defence).
The following is hereby certified:
This offer is correct and any mistakes will be at my risk.
I accept responsibility for the execution of all obligations entrusted upon me.
I did not participate in any collusive practices with any other supplier or any other person regarding
this price quotation or any other price quotation.
I am duly authorized to sign the price quotation.
The offer is inclusive of value Added Tax.

Name: Capacity:

Signature: Date:

Price Firm Y/N		Grand Total Including Vat:	
Do You Accept Government Orders Y/N		Brand & Model	
Comply with Specification Y/N		Delivery Period Firm Y/N	
		If Not, Deviations	

Questionnaires

Questionnaires / Evaluation Criteria

THE 8020 QUESTIONNAIRE EVALUATION TEMPLATE V2

Questions/s	Options
Level 1: 51% owned by Black Women Military veterans / 51% owned by Black youth / 51% owned by Black people with disability	LEVEL1
Level 2: 51% owned by Black Male Military veterans / 51% owned by people with disability / 51% owned by Black Women EMEs	LEVEL2
Level 3: 51% owned by Women Military veterans / 51% owned by Black Male EMEs / 51% owned by Black Women QSEs/51% owned by Women EMEs	LEVEL3
	LEVEL4
	LEVEL5
	LEVEL6

Level 4: 51% owned by Male Military veterans / 51% owned by youth / 51% owned by any other EMEs/ 51% owned by Black Male QSEs / 51% owned by Women QSEs Level 5: 51% owned by any other QSEs			
		LEVEL 7	
		LEVEL 8	
		NON-COMPLAINT	

Attachment Description	Attachment File Name
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CENTRAL PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID: **12 OCTOBER 2026**

BID NUMBER: **CPSC/B/183/2026**

CLOSING TIME OF BID: **11:00 AM**

NAME OF BIDDER: _____

VALIDITY: **90 DAYS**

GROUP QUESTIONNAIRE

Tick the applicable box

Period (in days) required to complete Delivery?

.....

Please state percentage profit before tax?

.....

The Department of Defence Prefers Firm Prices.
Price Firm.

YES ☐ NO ☐

Delivery Period Firm.

YES ☐ NO ☐

Comply to description as requested?

YES ☐ NO ☐

If not, state deviations.

.....

.....

.....

.....

Will a Government Order be accepted?

YES ☐ NO ☐

Are you registered in terms of Section 23 (1) or
23 (3) of the Value Added Tax (Act no.89 of
1999)?

YES ☐ NO ☐

Vat Registration Number:

Company Registration number:

Confirm that in the event of a contract be
concluded, it will be in terms of General Bid
Conditions and General Conditions of contract,
the contents of which you are fully acquainted
with. Copies are available from the National
Treasury Website (www.treasury.gov.za)

YES ☐ NO ☐

If a trade discount is offered, is it included in
the price?

YES ☐ NO ☐

IMPORTANT! Prices not reflected on the official documentation provided as part of this Bid will not
be taken into consideration.

**PLEASE NOTE THAT PRICES INDICATED IN THIS DOCUMENT WILL BE TAKEN AS ABEING
VAT INCLUSIVE.**

This requirement may be awarded in total to one supplier or per individual item.

The obligation to pay sub-contractors is my
responsibility.

YES ☐ NO ☐

It is your responsibility to make a copy of your
completed Quotation document. The
Department of Defence will not make copies of
Bid Documents after the closing date and time.
Is this noted?

YES ☐ NO ☐

Has a valid current dated Central Suppliers
Database (CSD) Registration Report been
submitted? Is this noted?

YES ☐ NO ☐

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

SBD4

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time

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

of the official bid opening or of the awarding of the contract.

- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

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.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

- 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	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (*Bidders to tick only one relevant column*)

(*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.)

Status Level	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Level 1	51% owned by Black Women Military Veterans or 51% owned by Black Youth or 51% owned by Black People with Disability	10	20		
Level 2	51% owned by Black Male Military Veterans or 51% owned by People with Disability or 51% owned by Black Women EME's	08	18		

Level 3	51% owned by Women Military Veterans or 51% owned by Black Male EME's or 51% owned by Women EME's 51% owned by Black Women QSEs	06	16		
Level 4	51% owned by Male Military Veterans or 51% owned by Youth or 51% owned by any other EMEs or 51% owned by Black Male QSEs or 51% owned by Women QSEs	04	14		
Level 5	51% owned by any other QSEs	02	12		
Level 6	Not Applicable				
Level 7	Not Applicable				
Level 8	Non-compliant contributor	0	0		

NOTE: Bidders are to submit Sworn Affidavit to substantiate the preference points claimed. Sworn Affidavit must be signed by legally recognized Commissioner of Oath.

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

NOTE: The Department of Defence reserves the right to verify the truthfulness of the claims (par 4.6 iii)

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

CENTRAL PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID: **07 October 2026**

BID NUMBER: **CPSC-B-183-2026**

CLOSING TIME OF BID: **11:00 AM**

NAME OF BIDDER: _____

VALIDITY: **90 DAYS**

GROUP QUESTIONNAIRE

Tick the applicable box

Period (in days) required to complete Delivery?

.....

Please state percentage profit before tax?

.....

The Department of Defence Prefers Firm Prices.
Price Firm.

YES ☐ NO ☐

Delivery Period Firm.

YES ☐ NO ☐

Comply to description as requested?

YES ☐ NO ☐

If not, state deviations.

.....

.....

.....

.....

Will a Government Order be accepted?

YES ☐ NO ☐

Are you registered in terms of Section 23 (1) or
23 (3) of the Value Added Tax (Act no.89 of
1999)?

YES ☐ NO ☐

Vat Registration Number:

Company Registration number:

Confirm that in the event of a contract be
concluded, it will be in terms of General Bid
Conditions and General Conditions of contract,
the contents of which you are fully acquainted
with. Copies are available from the National
Treasury Website (www.treasury.gov.za)

YES ☐ NO ☐

If a trade discount is offered, is it included in
the price?

YES ☐ NO ☐

IMPORTANT! Prices not reflected on the official documentation provided as part of this Bid will not
be taken into consideration.

**PLEASE NOTE THAT PRICES INDICATED IN THIS DOCUMENT WILL BE TAKEN AS ABEING
VAT INCLUSIVE.**

This requirement may be awarded in total to one supplier or per individual item.

The obligation to pay sub-contractors is my
responsibility.

YES ☐ NO ☐

It is your responsibility to make a copy of your
completed Quotation document. The
Department of Defence will not make copies of
Bid Documents after the closing date and time.
Is this noted?

YES ☐ NO ☐

Has a valid current dated Central Suppliers
Database (CSD) Registration Report been
submitted? Is this noted?

YES ☐ NO ☐

DI SEC INSTR/02/2012

**VETTING AND SCREENING
OF PRIVATE COMPANIES
AND INDIVIDUALS
DELIVERING SERVICES TO
THE DEPARTMENT OF
DEFENCE**

RESTRICTED

APPENDIX A
TO DI SEC INSTR/02/2012

QUESTIONNAIRE: PRIVATE COMPANIES

Company Name:

Company Registration Number:

DOD Supplier Code (if already registered with the DOD):

Personal particulars of Company Director(s) (Include copy of RSA Identification and passport document)

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

Personal particulars of sub-contractor if any (Include copy of RSA Identification and passport document)

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

Company Physical Address:

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

Company Postal Address:

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

Company Core Business:

.....

RESTRICTED

1. When did the company begin with its operation?

Answer:

2. Does the company have a valid SARS tax clearance certificate? If yes, provide the tax clearance certificate number and the certified copy of the certificate.

Answer:

3. Is the company registered with the Company and Intellectual Property Commission (CIPC)? If yes, provide the registration number and attach a certified copy of the registration certificate

Answer:

4. Who are the shareholders of the company and what percentage of shares do they each possess?

Answer:

.....

.....

5. What services will be rendered by the company to the SANDF

Answer:

.....

.....

6. What DOD installations/unit and specific area/section does the company required access to

Answer:

.....

.....

7. Does the company provide services to other RSA state departments? If yes, provide the names of the departments and the period/s during which service was provided

Answer:

.....

.....

.....

8. Does the company provide services to foreign governments and/or companies? If so, provide details.

Answer:

.....

.....

9. Has the company been implicated in fraudulent activities? If yes, provide details

Answer:

10. Has the company been implicated in corrupt practices? If yes, provide details

Answer:

11. Has the company been implicated in any other criminal activity? If yes, provide details

Answer:

12. Does the company have the Employment Equity Plan? If yes, provide the Employment Equity Plan as well as the number and composition of the employees. (Only if the company is South African or employs South Africans)

Answer:

13. What is the track record and achievements of the company? Provide details

Answer:

14. Is the company under investigation by any government security agency? If yes, provide details.

Answer:

15. What known factor could possibly prevent this company from entering into contract with the Department of Defence and Military Veterans or any component thereof and why?

Answer:

Compiled by:

ID: _____ Title: _____ Name: _____

Signature _____

Important aspects to take note of

- This document must always be accompanied by the profiles of the director(s) of the company as well as their RSA identification and passport documents
- Always attach the current Financial statement(s) of the company
- The current and valid SARS Tax Clearance certificate must be attached
- A Company Profile must be submitted with bid

CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR

THIS CERTIFICATE MUST BE SUBMITTED WITH THE COMPLETED BID DOCUMENTS

CONTRACTOR'S NAME: _____

SUB-CONTRACTOR'S NAME: _____

Delete whichever is not applicable.

I/we am/are fully aware of the Bid Requirements and am/are capable of supplying the required item(s)/service(s) strictly according to the Bid Conditions, Special Conditions and Specifications supplied by the Department of Defence. I/we hereby certify that

_____ obtained a quotation from me/us to supply the item(s)/service(s) listed in Bid no _____

Section/s _____.

I/we further certify that I/we have the necessary infrastructure at my/our disposal to execute the Bid.

I/we, the Sub-Contractor/s am/are willing to allow the Department of Defence's Officials access to my/our premises for inspection purposes if required to do so.

Sub-Contractor's Contact Person: _____

Address of Sub-Contractor: _____

Tel No: _____

Fax No: _____

SIGNATURE OF SUB-CONTRACTOR

WITNESSES:

1. _____

Date: _____

2. _____

Date: _____

SECTION B:
BID ADJUDICATION INFORMATION

Central Supplier Database (CSD) Full Report

Evaluation Criteria

Registration Authority Compliance

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 7 of 46
---	-----------------------------	--------------------	--------------

CSD FULL REPORT

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 8 of 46
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EVALUATION CRITERIA

ADMINISTRATIVE AND MANDATORY CRITERIA

Omitted information. The Department of Defence (DOD) reserves the right to call the supplier to complete omitted information or to clarify any matters relating to the bid. In instances where the omitted information does not affect competitiveness, the bidder shall be formally invited to furnish such information. **(Refer to General Bid Condition par 36)**

1. **Phase 1:** Compliance to the mandatory requirements will be done by CPSC Bid Evaluation Committee. Bidders that do not fully comply with the criteria may be eliminated / excluded and will not go to the next phase.

Ser No	Criteria	Yes	No
	a	b	c
1	<u>Standard Bid Documents (SBDs) 1, 3.1, 4, 6.1</u> Bidders are required to complete and sign any of the SBD documents attached and submit them in their originality by the closing date and time.		
2	<u>Central Suppliers Database.</u> Bidder/s must submit the latest valid CSD registration full report and it must reflect the following details of the directors, in business status and banking details.		
3	<u>Submission of Two envelope system:</u> Bidder are required to submit STRICTLY Two (2) separate properly sealed envelopes, clearly marked, Company stamp, Company name, Bid number and closing date. THESE ENVELOPES MUST BE SUBMITTED TO BID RECEIPT OFFICE AT CENTRAL PROCUREMENT SERVICE CENTRE. <u>ENVELOPE 1. PRICE PROPOSAL</u> It must contain SBD3 (Price Schedule). Price Breakdown must also be included. <u>ENVELOPE 2. TECHNICAL PROPOSAL</u> It must contain all other documents (except price schedule and price breakdown). Failure to submit this as required above will invalidate the bid.		
4	<u>Compliance to Special Conditions of Contract (SCC) and Scope of work (SOW).</u> Bidders are to submit a written confirmation that they will comply with the SCC and SOW. Failure to submit this confirmation will invalidate the bid.		
5	<u>Vetting Form.</u> Failure by the bidding company to complete and enclose the attached security vetting form will invalidate your bid.		
6	<u>Certificates of Compliance by Sub-Contractors.</u> Failure to submit an original certificate of compliance by any/all sub-contractor(s) as declared		

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 9 of 46
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Ser No	Criteria	Yes	No
	a	b	c
	on the SBD6.1 will invalidate your bid. NB: APPLICABLE ONLY TO BIDDERS WHO INTEND TO SUB – CONTRACT.		
7	<u>Compliance to South African Bureau of Standards (SABS) AND South African National Standards (SANS).</u> Bidders are to verify in writing that they will comply with SABS (202, 304, 770, 1091, 1362, 1437, SABS method 79, 85, 113, 616, 641, 644, 664, CKS 189, 283, 623, 626, ISO 2589, 2859-1, QMG 202, SANS 20345, 20347, 1320-1). Failure to submit such certification will invalidate your bid.		

NB: Bidders who passed **Mandatory Criteria** Phase 1, will be requested to provide a pair of Paratroopers Boots as a sample to be evaluated on in Phase 2 **Functionality Criteria**.

FUNCTIONALITY CRITERIA

EVALUATION GUIDELINES FOR FUNCTIONALITY

2. **Phase 2:** Compliance to functionality and scope of work. Bidders not excluded or invalidated based on Phase 1 **Mandatory Criteria** will be considered for Phase 2. In phase 2 the bids will be adjudicated based on the following criteria with a maximum total of **Thirty Six (36)** points allocated for functionality. Bidders must achieve a minimum functionality score of 100% on Phase 2 to be considered for the next Phases of evaluation. All bidders who score less than 100% on Phase 2 will be excluded from the next two phases (Phase 3 and 4) of the evaluation.

<u>Phase 2 Functionality Criteria:</u>	Total score
Samples	36

<u>Phase 2: Functionality Criteria:</u>			Total
	Functionality Criteria		
1	<u>Samples:</u> Bidders shall be evaluated with the total of Thirty Six (36) points according to the required samples as per attached specification/scope of work.		/36
	<u>Upper Construction:</u>		
	a. Pattern shall be of the Derby style.	/01	
	b. Leg Height must be size 262: 255mm ± 2,0mm, other sizes must not exceed 3mm.	/01	
	c. Vamps shall be low-cut plain vamps and shall be leather lined.	/01	
	d. Quarters shall be raw edge and of the Derby type, raw edges shall be stained.	/01	
	e. Outside Counters a width of at least 35mm.	/01	

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 10 of 46
--	-----------------------------	--------------------	---------------

	g. Instep Pads shall consist of an elastomeric foam filler.	/01		
	h. Top Bands shall be cut in one piece.	/01		
	i. Ankle Reinforcement Taps shall be joined to the leg (before back seaming) with two rows of lock-stitching.	/01		
	<u>Closing:</u>			
	a. Skiving shall be done in a manner that will prevent the formation of hard ridges.	/01		
	b. All inside upper seams shall be free from ridges, roughness.	/01		
	c. The back seam shall be closed.	/01		
	d. Eyeletting shall be securely fastened.	/01		
	e. The top of the eyelet must be at least 15mm.	/01		
	f. Lacing of closed uppers shall provide for a 9mm opening before lasting with a tolerance not exceeding $\pm$ 3mm after lasting.	/01		
	g. All raw edges visible on a finished boot shall be stained.	/01		
	h. The edge of the inner sole sock shall be bound with fabric binding.	/01		
	i. Inner sole shall be graded to an even thickness.	/01		
	j. Runners shall be correctly moulded.	/01		
	k. Roughening of outer and through-middle soles.	/01		
	<u>Making:</u>			
	a. A last overlay shall be pounded, upper roughing and at least 16mm,	/01		
	b. The forward end of the shank shall be flushed with the inner sole.	/01		
	c. Runner attachment shall be sticking and riveting.	/01		
	d. Through-middle-sole laying shall be correctly positioned.	/01		
	e. Rough rounding shall provide edge extension of $\pm$ 5.0mm on the finished boots, $\pm$ 0.50mm at the inner	/01		

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 11 of 46
--	-----------------------------	--------------------	---------------

	joint, toe and seat and $\pm 0.50\text{mm}$ at the outer joint.			
	f. Average of not less than five and not more than six stitches per 25mm.	/01		
	g. Attachment of outer-sole-and –heel unit shall be correctly positioned.	/01		
	h. The outer sole shall be screwed between the cleats.	/01		
	i. Heels shall be trimmed square.	/01		
	j. Edges shall be trimmed square.	/01		
	k. The edge of the leather shall be stained, waxed, set and polished.	/01		
	l. Each pair of boots must have one pair of Inner sole socks.	/01		
	m. Upper leather shall shall be properly washed, polished using a wax polish.	/01		
	n. Inside of the boots shall be free from protruding grindery, roughness and pleats.	/01		
	o. Each pair of boots shall be provided with one pair of brown nylon laces of at least 142cm length.	/01		
	p. Laces must have fussed ends	/01		
Total Functionality (Bidder must achieve 100% threshold in this criteria)				/36

Bidders will be shortlisted during site inspection. Shortlisted bidders will be required collect the sample at a given date from the following address:

SA Army Headquarters
981 Dequar Road
Salvokop
Pretoria
0002

3. **Phase 3:** Price.

Phase 3	Price. (The Requirement will be according to the 80/20 principle)	80/20
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4. **Phase 4:** SBD 6.1 Specific goal allocation points (Bidders to tick only one relevant column).

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 12 of 46
--	-----------------------------	--------------------	---------------

Status Level	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Level 1	51% owned by Black Women Military Veterans or 51% owned by Black Youth or 51% owned by Black People with Disability	10	20		
Level 2	51% owned by Black Male Military Veterans or 51% owned by People with Disability or 51% owned by Black Women EMEs	8	18		
Level 3	51% owned by Women Military Veterans or 51% owned by Black Male EMEs or	6	16		

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 13 of 46
---	-----------------------------	--------------------	---------------

	51% owned by Women EMEs or 51% owned by Black Women QSEs				
Level 4	51% owned by Male Military Veterans or 51% owned by Youth or 51% owned by any other EME'S or 51% owned by Black Male QSEs or 51% owned by Women QSEs	4	14		
Level 5	51% owned by any other QSEs	2	12		
Level 6	Not Applicable				
Level 7	Not Applicable				
Level 8	Non-compliant	0	0		

5. Thereafter the points achieved are used in the application of the Preference Point System as per the Specific goals allocation points.

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 14 of 46
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SECTION C: REQUIREMENT AND CONTRACT INFORMATION

General Bid Conditions (GBC): Department of Defence

General Conditions of Contract (GCC): National Treasury

Special Conditions of Contract (SCC): National Treasury

Special Conditions of Contracts (SCC): End-User

Specification

Prepared by: TSS

Approved by: CCPSC

AMENDMENT : 000
Original

DATE : 15 /09/2026

Page 15 of 46

GENERAL BID CONDITIONS

DEPARTMENT OF DEFENCE

GENERAL BID CONDITIONS
(GBC)

TABLE OF CLAUSES

1. Definitions.
2. Application.
3. Availability.
4. Approved list of bidders.
5. Preparation of bids.
6. Charge for bid documents.
7. Samples.
8. Alternative offers.
9. Partial bids.
10. Bid prices and delivery periods.
11. Validity periods.
12. Closing of bids.
13. Lodging of bids.
14. Open bids or unnumbered envelopes.
15. Opening of bids.
16. Late bids.
17. Consideration of bids.
18. Award of bids.
19. Quantities other than specified.
20. Bidder's incorrect information.
21. Notification of awards.
22. Furnishing of bid information.
23. Amendment or withdrawal of bid.
24. Changed Requirement.
25. Co-ordinated Activities.
26. Contractor's Personnel.
27. Value Added Tax (VAT).
28. Damage Compensation.
29. Waiver.
30. Severability.
31. Sub-contracting.
32. Awarding of the bid.
33. Liability Insurance

Prepared by: TSS

Approved by: CCPSC

AMENDMENT : 000
Original

DATE : 15 /09/2026

Page 16 of 46

- 34. Failure to Comply.
- 35. Vetting Form.
- 36. Omitted information.

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 17 of 46
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GENERAL BID CONDITIONS

1. **Definitions.** Unless inconsistent with or otherwise indicated by the contents, the following terms shall have the meanings assigned to them:

- a. **Acceptance of a Bid.** Means the award of a contract to a bidder in response to his bid or price quotation.
- b. **Bid.** Means a written offer on the official bidding documents forming part of firstly, an invitation to bid, which invitation has been advertised in the Government Tender Bulletin, or secondly, an offer submitted in response to an invitation to submit a price quotation.
- c. **Bidder.** Means any natural or juristic person submitting a bid or a price quotation.
- d. **Closing Time.** Means the date and hour specified in the bidding documents for the receipt of bids or price quotations.
- e. **Department.** Means the Department of Defence and in specific any of its Procurement Entities.
- f. **Firm Prices.** Are deemed to be the prices which are only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax which, in terms of a law or regulation is binding upon the contractor and demonstrably have an influence on the prices of any supplies, or the rendering costs of any services, for the execution of the contract.
- g. **Price Quotation.** Means a written offer sounding in money and reflected on the documentation wherein the offer was invited, duly completed and where necessary signed by or on behalf of the bidder.
- h. **GBC.** Means the General Bid Conditions.
- i. **Written or In Writing.** Means handwritten in ink or any form of electronic or mechanical writing.

2. **Application.** The GBCs are applicable to all Departmental bids and written price quotations, unless otherwise indicated in the bidding documents. Where the conditions in the bidding documents are in conflict with the GBCs, the conditions in the bidding documents shall prevail.

3. **Availability.** Copies of these GBCs are available, on application, from the Secretary for Defence (Attention: Chief of Acquisition and Procurement), Private Bag X910, Pretoria, 0001 or from any of the Department's Procurement Entities.

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 18 of 46
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4. **Approved List of Bidders.** In the event that an approved list of bidders has been compiled for specific goods or services, bids will only be invited from bidders on such a list.

5. **Preparation of Bids.** Concerning the preparation of bids, bidders are to note the following:

- a. **Expenses.** Unless otherwise indicated in the bid documents, the Department shall not be liable for any expense incurred in the preparation and submission of a bid.
- b. **Bidding Documents.** Bidders are required to make use of the prescribed bidding documents. No changes to the bid documents are to be made.
- c. **Information.** All the information called for in the bidding documents is to be furnished in the appropriate spaces, eg the bid prices. If requested, other information required, pamphlets, samples, etc are to be supplied.
- d. **Address.** A domicilium citandi et executandi shall be chosen in the Republic and stated in the bid.
- e. **Completion of Bidding Documents.** Bidders are to complete the bid documents, forms, certificates, questionnaires and specification forms in all aspects and to submit bids signed in ink of your choice.
- f. **Bid Envelope.** The bid number must not appear on any envelope unless the envelope contains the bid itself. In particular, the bid number must not appear on an envelope containing a request for bid documents.
- g. **Bidder's Own Conditions.** Bids should not be qualified by the bidder's own conditions of bid. Bids qualified by a bidder's own conditions may be rejected as being invalid and failure of the bidder to renounce such conditions when called upon to do so may invalidate the bid. This includes any alterations, erasures, omissions or additions by bidders to the bid documents.
- h. **Submission of Documents.** The bid documents are to be submitted with due consideration to the following:
 - i. The bid documents are not to be retyped or redrafted. Photocopies may be prepared and used, but the original signed document must be submitted with the bid.
 - ii. Bidders must check the number of pages and satisfy themselves that none are missing or duplicated.
 - iii. Bidders must bid in accordance with the requirements stipulated in the bid documents.
 - iv. Bids must be compiled in such a manner that it allows for easy cross-referencing between the bid document and the submitted bid.

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 19 of 46
---	-----------------------------	--------------------	---------------

- i. **Documents.** Bidders are to ensure that all required or specified documents are included in their bids.
 - j. **Compliance to Conditions and Specifications.** Bidders are to clearly indicate in their bids that their offers are compliant to the conditions and specification pertaining to the bid. If not, it must be clearly stated where and in which manner their offers are non-compliant to the conditions and specifications.
6. **Charge for Documents.** Where applicable and as required in the bidding documents or advertisement, a non-refundable fee for documents may be charged.
7. **Samples**
- a. The Department shall not make samples available to prospective bidders, unless specifically mentioned in the bid documents;
 - b. When samples are called for in bid documents, samples shall be delivered at the cost of the bidder to the addressee mentioned in the bid documents before the closing time of the bid. Bids shall not be included in parcels containing samples.
8. **Alternative Offers.** In the event that bidders offer products alternative to that called for, bids for such alternative offers shall be submitted on separate copies of the bid documents, but only if bids are submitted for the specified requirement.
9. **Partial Bids.** In the event that bids for supplies and/or sales are called for, bids may be submitted for less than the number of specified items, or part of the specified quantity or requirement called for in the bid.
10. **Bid Prices and Delivery Periods**
- a. **Firm Bids.** Firm bid prices and delivery periods are preferred. However, bidders may submit firm or non-firm prices and delivery periods. Where a bidder has not indicated whether his prices or delivery periods are firm or not, bid prices and delivery periods are deemed to be firm and the contractor shall be bound thereby. Expressions such as "soonest" or "earliest" or delivery periods which are unspecified are not acceptable.
 - b. **Contract Periods.** Where different prices are bid for different periods of the contract, the bid price applicable in respect of a particular period of the contract shall be a firm price if, as regards such period, it conforms to the definition of firm prices.
 - c. **Proof.** The Department may, where non-firm prices are offered, require that proof of costs of labour, material or other factors which are specified by the bidder, be submitted and, should the cost in the opinion of the Department not be realistic, same may be brought into consideration in the comparison adjudication of the bids.
11. **Validity Periods.** The period for which bids are to remain open for acceptance, valid and binding is indicated in the bidding documents and is calculated from the closing time and such offers are to remain open for acceptance, valid and binding until close of business on the last day of the period so calculated. Should this last day fall on a Saturday, Sunday or Public

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 20 of 46
--	-----------------------------	--------------------	---------------

Holiday, the bid will remain open for acceptance, valid and binding until close of business on the first business day following such Saturday, Sunday or Public Holiday.

12. **Closing of Bids.** Bids close at the time and date indicated in the bid documents. Extension of the closing date may be granted if circumstances justify this action. The closing date is normally extended only if there is sufficient time to publish an amending notification before the original closing date.

13. **Lodging of Bids.** Concerning the lodging of bids the following shall apply:

- a. **Receipt.** Bids shall be lodged to ensure their actual receipt at the address before the closing time specified and in accordance with the directives in the bidding documents.
- b. **Envelope.** Each bid shall be addressed according to the directives in the bidding documents and shall be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope.
- c. **Copies.** Unless specifically provided for in the bid invitation, no bids forwarded by e-mail, telegram, telex, facsimile or similar apparatus will be considered. Photostat copies of bids or photostat copies of faxes, signed in ink after being photostatted, will be accepted as valid bids.
- d. **Samples.** Bids shall not be included in packages containing samples as such bids may be rejected as being invalid.

14. **Open Bids or Unnumbered Envelopes.** All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. However, if a bid is received in an unsealed envelope or without an envelope, it shall be sealed in an envelope after the bid number has been written on the envelope.

15. **Opening of Bids.** Bids are opened in public as soon as practicable after the closing time and the names only of the bidders are read out, if so requested, at the time of opening the bids.

16. **Late Bids.** Bids are late if they are received at the address indicated in the bid documents after closing time. A late bid will not be opened or admitted for consideration and where practicable shall be returned unopened to the address appearing on the envelope.

17. **Consideration of Bids.** During the consideration of bids the following applies:

- a. **Bids Considered.** All bids correctly lodged are taken into consideration.
- b. **Position of Bidder.** The financial standing of bidders and/or their ability to manufacture or to supply goods or to render a service may be examined before their bids are considered for acceptance.
- c. **Comparative Prices.** In comparing bids, the prices are brought to a comparative level by deducting unconditional discounts, preferences and other benefits and adding delivery and other costs as applicable and bringing implied contract price

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 21 of 46
---	-----------------------------	--------------------	---------------

adjustments into account. Non-firm bid prices are adjusted in accordance with the assessed contract price adjustments implicit in the non-firm prices. Where a range of delivery periods is quoted, the worst implied delivery period is used when calculating the comparative prices.

- d. **Preferential Point System.** Where bidding documents include documents relating to a preferential point system, the required calculations will be made and comparison of bids done on the basis of points earned through the preferential point system.
- e. **Adjustments to Prices.** The department reserves the right to rectify any incorrect calculations made by the bidder, but no adjustments may be made to the input figures.
- f. **Compliance to Specification.** Bids will be evaluated to establish compliance to product or service specifications, with due consideration to alternative offers and/or deviations to specification.
- g. **Evaluation Criteria.** Where bidding documents include evaluation criteria relating to functionality, for example bidder's capability, bidders profile, etc, the required calculations will be made and comparison of bids done on the basis of points earned.
- h. **Negotiations.** Unless otherwise stated in the bid documents, no negotiations will be entered into.
- i. **Communication with Bidders.** The Department may request clarification on information regarding any aspect included in the bid, which the bidder is to supply by the indicated date.

18. **Award of bids.** After prices have been brought to a comparative level and/or points calculated according to a preferential points system, the bid will be awarded considering the following order of priority:

- a. If the preferential point system is applicable, normally to the bidder with the highest points, unless reasonable and justifiable grounds exist for passing over the bidder with the highest points. In the event of equal bids, the award is according to the relevant regulation.
- b. If the preferential point system is not applicable, normally to the bidder with the lowest bid in the case of purchases by or services to the Department, or highest bid in respect of sales, unless reasonable and justifiable grounds exist for passing over the bid with the lowest bid in the case of purchases by or services to the Department, or highest bid in respect of sales. In the event of equal bids, the award is according to the following order:
 - i. Bidders offering firm bid prices as well as firm delivery periods.
 - ii. Supplies provided and services rendered from resources available within the Republic.

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 22 of 46
---	-----------------------------	--------------------	---------------

- iii. Supplies and services from points nearest to the centres at which delivery is required.
- iv. All things still being equal, the award shall be decided by the drawing of lots.
- c. The Department is not obliged to accept the lowest or any bid.
- d. The Department may, where a bid relates to more than one item, accept such bid in respect of any specific item or items and also accept part of the specified quantity of any specific item or items.

19. **Quantities Other than Specified.** The Department may increase or decrease the quantities reflected in the bids, but will do so after consultation with the bidders that responded to the invitation to bid.

20. **Bidder's Incorrect Information.** Where a contract has been awarded on the strength of information furnished by the bidder, which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Department may, in addition to any other legal remedy it may have

- a. recover from the contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract; and/or
- b. cancel the contract and claim any damages which the Department may suffer as a result of having to make less favourable arrangements.

21. **Notification of Acceptance.** Successful bidders are notified by registered or certified mail of the acceptance of their bids, either through a contract form or by official departmental order forms.

22. **Furnishing of Bid Results**

- a. The following particulars of the successful bidders are normally published in the Government Tender Bulletin for general information:
 - i. Name.
 - ii. The price and delivery basis.
 - iii. The brand name of the product or the name of the manufacturer, if applicable.
 - iv. Where applicable, the preference percentages claimed.
- b. Bids are not available for perusal by the public, but, at the written request of a bidder or interested party, the names and addresses of all bidders may be furnished over and above the information published in the Government Tender Bulletin.
- c. Requests for any further information will be treated as provided for by law.

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 23 of 46
---	-----------------------------	--------------------	---------------

23. **Amendment or Withdrawal of Bid.** If a bidder amends or withdraws his bid after the closing time and within the validity period or extended validity period, he shall reimburse the Department any damages if a less favourable bid is accepted or less favourable arrangements are to be made.

24. **Changed requirement.** If Department of Defence institutions participating in this contract are disbanded or relocated or for reasons unknown at the time of concluding the contract, the Department of Defence reserves the right to cancel the contract or parts thereof on written notice of 90 days sent to the contractor at the address appearing in the contract.

25. **Co-ordinated activities.** Whilst on Department of Defence premises, personnel of the contractor will have access to all areas, subject to other stipulations in the relevant contract, to render the services. If the contractor's service is not rendered in a specific area at a given time, access to that area is forbidden. The work to be executed must under no circumstances disrupt the routine activities taking place in the institution or on the premises where the service is to be provided.

26. **Contractor's personnel:**

a. **Identification.** To identify the contractor's personnel on the premises of the Department of Defence, the personnel will comply with the following, with any costs for the account of the contractor:

- i. Personnel will wear company identification cards with an employee photograph on it, conspicuously on his/her person at all times;
- ii. Personnel will wear identifiable uniforms whilst on duty.

b. **Attitude towards Safety, Health, Security and Service Delivery.** Without prejudice to the contractor's responsibility and right to select and appoint his/her own personnel, the Department of Defence will at all times have the right to identify personnel of the contractor whom are considered to be safety and/or health and/or security risk and/or personnel whom are undesirable. In such case the contractor will be requested not to utilize such person(s) any longer to honour his/her obligations in terms of this contract. The contractor will immediately comply with the request and he/she will not, as a result of such a request, be entitled to institute any claim against the Department of Defence for any loss or otherwise suffered as a result of such a request. The contractor therefore indemnifies the Department of Defence against any claim whatsoever from the employee concerned.

c. **Name List.** The contractor must submit a complete name list of all personnel to be employed on Department of Defence premises to provide the service according to the contract, to the Department of Defence official at the institution or on the premises where the service is to be provided, who will arrange for entry permits for the contractor. Any changes to the personnel must be communicate to the designated official without delay.

d. **Personnel on Site.** The contractor must ensure that the total number of personnel offered for the execution of this contract is on duty on a daily basis. Provision must therefore be made for temporary or stand-in personnel for cases where personnel are on leave or sick leave.

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 24 of 46
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27. **Value added tax (vat).** All monies paid in terms of this bid is subject to value added tax calculated at the appropriate tariff from time to time as provided for in the Value Added Tax Act, Act 89 of 1991, the schedules thereto and Rulings as issued by the South African Revenue Services in regard to value added tax.

28. **Damage compensation.**

a. The contractor herewith indemnifies the Department of Defence from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, injuries or disability of any such person(s), or the damage to property of the contractor or any other person(s) that may result from or be related to the execution of this contract.

b. The contractor will be held responsible for any damage or theft that may be caused, to the premises or content by him or his employees or be due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the Department of Defence against the contractor.

c. In the case of damages to premises or content resulting from the work done, the contractor will undertake to rectify the damage immediately to the satisfaction of the Department of Defence. If the contractor fails to act immediately after notification, the Department of Defence will rectify the damage at will and the cost thereof will be recovered from any moneys outstanding.

d. The Department of Defence and it's employees will not be held responsible for any claim or injury to the contractor's personnel whilst on Department of Defence property or in the execution of their tasks on Department of Defence property.

29. **Waiver.** No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and signed by the parties thereto, and any such waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

30. **Severability.** Should any of the terms and conditions of the Contract be held to be invalid or unlawful, such terms and conditions will be severable from the remaining terms and conditions, which will continue to be valid and enforceable.

31. **Sub-contracting.** In the event that sub-contractors are used to execute the contract or part thereof, the following shall apply:

- a. **Prior Approval.** Once the contract has been concluded, the contractor shall obtain prior approval from the Department of Defence before the appointment of any sub-contractor.
- b. **Payment.** The contractor shall remain liable to reimburse the sub-contractors for goods delivered or services rendered to the Department of Defence.

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 25 of 46
---	-----------------------------	--------------------	---------------

32. **Awarding of the bid.** The DOD reserves the right to contract only a part of the contract or split the awarding of the contract to more than one bidder.
33. **Liability insurance.** The DOD will not be held responsible for any damages, loss and injury of Personnel, the contractor must make sure he/she has the Liability Insurance.
34. **Failure to Comply.** Where bidders fail to comply with any of these conditions, the Department reserves the right to invalidate bids received.
35. **Vetting Form.** Shortlisted bidders will be required to complete security vetting form.
36. **Omitted information.** The Department of Defence (DOD) reserves the right to call the supplier to come to complete omitted information or to clarify any matters relating to the bid. In instances where the omitted information does not affect competitiveness, the bidder shall be formally invited to furnish such information.

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 26 of 46
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GENERAL CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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.

Prepared by: TSS

Approved by: CCPSC

AMENDMENT : 000
Original

DATE : 15 /09/2026

Page 27 of 46

TABLE OF CLAUSES

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

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 28 of 46
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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 any thing 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 subsidised 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 recognised 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 markets its goods on own initiative in the RSA at lower prices than that of

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 29 of 46
--	-----------------------------	--------------------	---------------

the country of origin and which has 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.

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 30 of 46
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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.

2. 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 or www.info.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.

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 31 of 46
--	-----------------------------	--------------------	---------------

- 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

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 32 of 46
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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.

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 33 of 46
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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 SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in SCC.

13. Incidental 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,

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 34 of 46
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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:
 - 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

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 35 of 46
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purchaser.

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 36 of 46
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shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under 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 Clause 22, unless an extension of time is agreed upon pursuant to 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 cancelling 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 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 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

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 37 of 46
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the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to Clause 21.2;

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement 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.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping 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 subsidised 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 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

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

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 38 of 46
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insolvency 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) 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
 - (b) 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.

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 39 of 46
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- 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.

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 40 of 46
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SPECIAL CONDITIONS OF CONTRACT National Treasury

CHANGED REQUIREMENT

1. If Department of Defence institutions participating in this contract are disbanded or relocated or for reasons unknown at the time of concluding the contract, the Department of Defence reserves the right to cancel the contract or parts thereof on written notice of 90 days sent to the contractor at the address appearing in the contract.

CO-ORDINATED ACTIVITIES

Whilst on Department of Defence premises, personnel of the contractor will have access to all areas, subject to other stipulations in the relevant contract, to render the services. If the contractor's service is not rendered in a specific area at a given time, access to that area is forbidden.

The work to be executed must under no circumstances disrupt the routine activities taking place in the institution or on the premises where the service is to be provided.

CONTRACTOR'S PERSONNEL

4. Identification. To identify the contractor's personnel on the premises of the Department of Defence, the personnel will comply with the following, with any costs for the account of the contractor:

- a. Personnel will wear company identification cards with an employee photograph on it, conspicuously on his/her person at all times;
- b. Personnel will wear identifiable uniforms whilst on duty.

5. Attitude towards Safety, Health, Security and Service Delivery. Without prejudice to the contractor's responsibility and right to select and appoint his/her own personnel, the Department of Defence will at all times have the right to identify personnel of the contractor whom are considered to be safety and/or health and/or security risk and/or personnel whom are undesirable. In such case the contractor will be requested not to utilise such person(s) any longer to honour his/her obligations in terms of this contract. The contractor will immediately comply with the request and he/she will not, as a result of such a request, be entitled to institute any claim against the Department of Defence for any loss or otherwise suffered as a result of such a request. The contractor therefore indemnifies the Department of Defence against any claim whatsoever from the employee concerned.

6. Name List. The contractor must submit a complete name list of all personnel to be employed on Department of Defence premises to provide the service according to the contract, to the Department of Defence official at the institution or on the premises where the service is to be provided, who will arrange for entry permits for the contractor. Any changes to the personnel

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 41 of 46
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must be communicate to the designated official without delay.

7. Personnel on Site. The contractor must ensure that the total number of personnel offered for the execution of this contract is on duty on a daily basis. Provision must therefor be made for temporary or stand-in personnel for cases where personnel are on leave or sick leave.

VALUE ADDED TAX (VAT)

8. All monies paid in terms of this bid is subject to value added tax calculated at the appropriate tariff from time to time as provided for in the Value Added Tax Act, Act 89 of 1991, the schedules thereto and Rulings as issued by the South African Revenue Services in regard to value added tax.

DAMAGE COMPENSATION

9. The contractor herewith indemnifies the Department of Defence from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, injuries or disability of any such person(s), or the damage to property of the contractor or any other person(s) that may result from or be related to the execution of this contract.

10. The contractor will be held responsible for any damage or theft that may be caused, to the premises or content by him or his employees or be due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the Department of Defence against the contractor.

11. In the case of damages to premises or content resulting from the work done, the contractor will undertake to rectify the damage immediately to the satisfaction of the Department of Defence. If the contractor fails to act immediately after notification, the Department of Defence will rectify the damage at will and the cost thereof will be recovered from any moneys outstanding.

12. The Department of Defence and it's employees will not be held responsible for any claim or injury to the contractor's personnel whilst on Department of Defence property or in the execution of their tasks on Department of Defence property.

WAIVER

13. No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and signed by the parties thereto, and any such waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SEVERABILITY

14. Should any of the terms and conditions of the Contract be held to be invalid or unlawful,

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 42 of 46
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such terms and conditions will be severable from the remaining terms and conditions, which will continue to be valid and enforceable.

SUB-CONTRACTING

15. In the event that sub-contractors are used to execute the contract or part thereof, the following shall apply:

- a. Prior Approval. Once the contract has been concluded, the contractor shall obtain prior approval from the Department of Defence before the appointment of any subcontractor.
- b. Payment. The contractor shall remain liable to reimburse the sub-contractors for goods delivered or services rendered to the Department of Defence.

AWARDING OF THE BID

16. The DOD reserves the right to contract only a part of the contract or split the awarding of the contract to more than one bidder.

LIABILITY INSURANCE

17. The DOD will not be held responsible for any damages, loss and injury of Personnel, the contractor must make sure he/she has the Liability Insurance.

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 43 of 46
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SPECIAL CONDITIONS OF CONTRACT: PERTAINING THE SUPPLY AND DELIVERY OF 1000 X FOOTWEAR, MEN'S PARATROOPER BOOTS

Bidders are required to comply with the following Special Conditions:

1. Unless otherwise stated, the South African Army (or an organisation appointed by it), shall be the inspecting authority.
2. Three pair of pre-production boots shall have been inspected, tested and approved by the inspecting authority before bulk production is commenced. Each one of these samples shall be accompanied by a trim chart containing a sample of each component material (as given in 9) and the relevant certificates. It shall be the duty of the manufacturer to give adequate notice to the inspecting authority of the availability of these samples.
3. The boots shall be subject to inspection during the course of manufacture. The inspector shall, during normal working hours, be given all reasonable facilities for carrying out his duties and shall have the right of entry into the contractor's factory and the factory or works of any sub-contractor where work on coveralls supplied to this specification may be in progress.
4. The contractor shall inspect the finished balaclava for compliance with the specification before submitting them to the inspecting authority for final inspection.
5. Before acceptance, the balaclava shall have been inspected and tested by the inspecting authority and found to comply with the requirements of the specification.
6. The contractors must submit material and manufacturing certificates of conformity from accredited testing laboratories or mil producing the raw leather and textile.
7. Shortlisted bidders are routinely required to submit physical pre-production sample pairs for destructive and field-testing (e.g. sole-prying strength, water resistance and impact absorption) before final award confirmation.
8. One container of each consignment shall be marked "DOCUMENTS" and in addition to the balaclava, shall contain the following:
 - a. The packaging slip or delivery note;
 - b. Where applicable the inspection certificate(s); and
 - c. A copy of the invoice as specified in the contract.

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 44 of 46
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DEPARTMENT OF DEFENCE (DOD)
SOUTH AFRICAN ARMY HEADQUARTERS



Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 15 /09/2026	Page 45 of 46
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SCOPE OF WORK

Prepared by: TSS
Approved by: CCPSC

AMENDMENT : 000
Original

DATE : 15 /09/2026

Page 46 of 46













SECONDARY MASTER

Private — Not for publication

PRIVATE SPECIFICATION

KMG 6111:
Revised November 1994

Men's paratrooper boots

1 Scope

This specification covers men's leather-lined, plain vamp, Derby style boots with stitched-in ankle reinforcement, 255 mm high leg and cleated rubber outer-sole-and-heel units.

NOTES

1 The following requirements will be specified in tender invitations and in each order or contract:

- a) the size(s) and fitting(s) (see 4.2);
- b) the method of packing, if other than as specified (see 8.1); and
- c) additional marking, if required (see 8.3).

2 Special conditions of tender (that cover the conditions of acceptance of the boots) are given in annex A. Annex A forms an integral part of this specification.

2 Normative references

The following standards contain provisions which, through reference in this text, constitute provisions of this specification. All standards are subject to revision and, since any reference to a standard is deemed to be a reference to the latest edition of that standard, parties to agreements based on this specification are encouraged to take steps to ensure the use of the most recent editions of the standards indicated below. Information on currently valid national and international standards may be obtained from the South African Bureau of Standards.

CKS 189, *Lining leather (chrome-tanned syntan-retanned) side.*

CKS 283, *Leather sole bends (chrome-tanned)*

CKS 623, *Side upper leather.*

CKS 626, *Vegetable-tanned bend outersole leather.*

PREPARED FOR THE SOUTH AFRICAN NATIONAL DEFENCE FORCE
BY THE SOUTH AFRICAN BUREAU OF STANDARDS

ISO 2589, *Leather — Physical testing — Measurement of thickness.*

ISO 2859-1, *Sample procedures for inspection by attributes — Part 1: Sampling plans indexed by acceptable quality level (AQL) for lot-by-lot inspection.*

QMG 202, *Corrugated board boxes for clothing.*

SABS 304, *Threads for footwear.*

SABS 770, *Footwear laces.*

SABS 1091, *National colour standards for paints.*

SABS 1362, *Sewing threads.*

SABS 1437, *Rubber and plastics materials for soles, heels and heel top-pieces for footwear, and soles heels and heel top-pieces of such materials.*

SABS method 79, *Mass per unit area of conditioned textile fabrics.*

SABS method 85, *Thickness of wool fabrics.*

SABS method 113, *Non-fibrous material content of wool.*

SABS method 616, *Preparation of samples (leather; elastomeric material and other footwear materials).*

SABS method 641, *Determination of the wet and dry bursting strength of stiffeners.*

SABS method 644, *Accumulated impact strength of toe-puff materials and the degree of softening of toe-puffs.*

SABS method 664, *Footwear materials — Abrasion resistance of elastomeric material.*

3 Definitions

For the purposes of this specification, the following definitions apply:

3.1 batch: A quantity of boots manufactured at one time, covered by one work ticket and recorded on the product for traceability.

3.2 defective: A pair of boots that on inspection is judged to have a major fault that is likely to cause a boot to fail in wear or a pair of boots that is unsightly to the extent that it is unsuitable for issue.

3.3 lot: A consignment of finished footwear presented for inspection at one time, intended for despatch to one destination.

3.4 roughened: Descriptive of a material that has had its original surface removed using a sharp wire brush or an abrasive paper with a grit that avoids burning the surface of the material, and in the case of leather, has had its entire grain surface (when relevant) removed and the fibres raised without impairing the strength of the leather.

4 Method of construction

4.1 General

The method of construction shall be according to the riveted, stitched, stuck-on and screwed principles.

4.2 Last

A modified 9150 M fitting last shall be used. The joint, instep and long heel measurements of the last shall be increased by adding a sole of thickness 5 mm under the plate of the last. The size(s) shall be as specified in the order or contract.

5 Components

5.1 Upper materials

5.1.1 Uppers

The upper (excluding tongues and top bands) shall be of chrome-tanned side leather that complies with the relevant requirements of CKS 623. The colour of the finished leather shall match colour No. B01 "Military brown" of SABS 1091.

5.1.2 Tongues and top bands

Tongues and top bands shall be of chrome-tanned syntan-retanned side leather that complies with the relevant requirements of CKS 189. The colour of the leather shall match that of the upper used.

The finish on the grain side shall be smooth or so lightly printed as to cover minor defects. The printing process used to produce a printed finish (which shall not be a pebble print, and shall have been approved by the South African Bureau of Standards) shall not have a detrimental effect on the natural softness of the leather.

5.1.3 Colour ¹⁾

The colour of the leather shall comply with the following:

- a) Any difference between the colour of a side of leather or of cut components and that of the specified colour shall not exceed the difference represented by grade 3 of the International Geometric Grey Scale for the assessment of colour;
- b) any difference between the colours of any two pairs of boots supplied against the same contract by the same manufacturer shall also not exceed the difference represented by grade 3 of the International Geometric Grey Scale; and
- c) the maximum difference between the colours of different parts of one pair of boots shall not exceed the difference represented by grade 4 of the International Geometric Grey Scale.

5.1.4 Vamp linings

The vamp linings shall be of a natural colour chrome-tanned syntan-retanned grain side leather that complies with the relevant requirements of CKS 189.

5.1.5 Thickness of upper materials

The thickness of the various upper components, measured in accordance with 10.2, shall conform to the appropriate values given in table 1.

Table 1 — Thickness of upper components

1	2	3
Property	Thickness range mm	
	Min.	Max.
Vamps	2,25	2,75
Quarters	2,25	2,75
Outside counters	2,0	3,5
Back straps	1,75	2,0
Tongues, facings, and top bands .	1,0	1,5
Vamp linings	1,0	1,5

1) Colour difference has been defined by reference to the International Geometric Grey Scale for the assessment of change in colour. It is accepted that this is not a perfect method. The SABS uses a readily available colour difference meter and will, on request, give the values that are used when that instrument is being used. It would be preferable to carry out interlaboratory tests to obtain a correlation between the results given by the different instruments in use.

5.1.6 Toe-puffs

Toe-puffs shall be of thermoplastics or solvent-activated material that, when tested in accordance with 10.3, complies with the requirements given in table 2.

Table 2 — Requirements for toe-puffs

1	2	3
Property	Requirement	Test method
Accumulated impact strength, J, min.	45	SABS method 644
Permanent collapse	The specimen shall show no sign of permanent collapse	SABS method 644
Tackiness of softening after immersion	The specimen shall show no sign of tackiness or softening after immersion in distilled water	SABS method 644

5.1.7 Stiffeners

The stiffeners shall be of leatherboard and shall be of thickness at least 2,6 mm at the unskived sections. When stiffeners are tested in accordance with 10.4, they shall comply with the requirements given in table 3.

Table 3 — Requirements for stiffeners

1	2	3
Property	Requirement	Test method
Dry bursting strength, MPa, min.	3,5	SABS method 641
Wet bursting strength, MPa, min.	3,0	SABS method 641

5.1.8 Eyelets

The eyelets shall be of solid brass and shall have dark-brown japanned, enamelled or cellulose-painted rims. The internal diameter of the barrels of the eyelets shall be in the range 4,5 mm to 5,5 mm and the external diameter of the rims shall be in the range 9,5 mm to 10,5 mm. The barrels of the eyelets shall be long enough to ensure proper smooth clenching on the inside of the facings.

The number of eyelets shall be as follows:

- a) sizes 232 to 240: 10 pairs on each boot;
- b) sizes 255 to 262: 11 pairs of each boot; and
- c) size 270 and larger: 12 pairs on each boot.

5.1.9 Threads

The threads used for attaching the various upper components shall be polyester-and-cotton core-spun threads as given in table 5 and that comply with the relevant requirements of SABS 1362.

5.1.10 Ankle reinforcing tape

The ankle reinforcing tape shall be of nylon webbing of width 50 mm $\pm$ 1,0 mm.

5.1.11 Instep pads

Instep pads shall consist of an elastomeric foam filler and a cover of the same leather as that used for the tongues (see 5.1.2).

5.1.12 Inner sole socks

The inner sole socks shall be a combination of sponge rubber of thickness 5,0 mm $\pm$ 0,50 mm and a natural colour chrome-tanned syntan-retanned leather cover of thickness in the range 1,0 mm to 1,5 mm. The leather shall comply with the relevant requirements of CKS 189. The inner sole socks shall be so cut as to conform to the shape of the inner sole.

5.2 Bottom materials and components

5.2.1 Inner soles

The inner soles shall be of unwaxed chrome-tanned bend leather that complies with the relevant requirements of CKS 283 and shall be of thickness at least 3,7 mm.

5.2.2 Runners

Runners shall be of vegetable-tanned bend leather that complies with the relevant requirements of CKS 626 and be of thickness at least 3,7 mm.

5.2.3 Through-middle-soles

The through-middle-soles shall be of a rubber that complies with the requirements for type S4 of SABS 1437. The thickness of the through-middle-soles shall be at least 3,3 mm.

5.2.4 Outer-sole-and-heel units

5.2.4.1 General

Outer-sole-and-heel units shall be of a moulded rubber that complies with the requirements for type S4 of SABS 1437. When an outer sole is tested in accordance with 10.6, the relative volume loss shall not exceed 150 mm³.

5.2.4.2 Pattern

The outer-sole-and-heel units shall have a cleated pattern which incorporates the details shown in figure 1.

5.2.4.3 Thickness

5.2.4.3.1 Forepart area

The thickness of the forepart of the rubber outer sole shall be at least 3,8 mm between the cleats, and at least 10 mm including the cleats.

5.2.4.3.2 Waist and seat area

The thickness of the rubber outer sole at the waist and seat area shall be at least 4,5 mm.

5.2.4.3.3 Heel area

The thickness of the heel (including the cleats) shall be in accordance with the pitch of the last.

5.2.4.4 Cavities in heel area

The depth of the cavities in the heel area, measured from the top edges of the cavities, shall not exceed 50 % of the thickness of the heel (excluding the raised top edges at the back and sides). The cavities shall be so located that there is a clearance of at least 15 mm between the outer top edge of the nearest cavity and the inner edges of the raised top edges at the back and sides of the heel, and a clearance of at least 12 mm between the nearest cavity and the breast line at the base of the heel.

5.2.5 Shanks

5.2.5.1 General

Shanks shall extend from the joint line to a distance of at least 25 mm under the heel, measured from the breast line towards the rear of the heel. The shanks shall conform to the bottom contour of the last. They shall be of a combination of steel and fibreboard. The steel portion of a shank shall be fluted and shall be of steel of thickness at least 1,0 mm.

5.2.5.2 Width of shanks

5.2.5.2.1 Steel

The width of the steel portion of the shank shall be at least 12 mm.

5.2.5.2.2 Fibreboard

The width of the fibreboard shall be at least 25 mm.

5.2.6 Bottom filler

The bottom filler shall be of wool or synthetic fibre felt that, when tested in accordance with the relevant methods given in 10.5, complies with the requirements given in table 4.

Table 4 — Requirements for wool or synthetic fibre felt for bottom filler

1	2	3
Property	Requirement	Test method
Mass per unit area (free from non-fibrous material), g/m ² , min. . .	770	SABS method 79
Non-fibrous material content, %, max.	3,4	SABS method 113
Thickness (mean), mm	5,0 ± 0,5	SABS method 85

5.2.7 Adhesives

The adhesives used in the preparation of the bottom stock and in the making of the boots shall in all cases be such as to be compatible with the materials being bonded.

5.2.8 Sole stitching thread

The thread used for through-middle-sole stitching shall be a rotproof linen thread that complies with the relevant requirements of SABS 304.

6 Constructional requirements

6.1 Upper construction

6.1.1 Pattern

The pattern shall be of the Derby style with leather-lined plain vamp, military counter, full-bellows tongue and stitched-in ankle reinforcement (see figure 2). The pattern for size 270 shall be as given in drawing No. 11965 held by (and obtainable from) the South African Bureau of Standards, and this pattern shall be graded to produce all other sizes.

6.1.2 Height of leg

The height of leg (measured along a perpendicular line from the outside heel seat near the breast of the heel to the centre of the top of the leg) shall be as follows:

- a) size 262: 255 mm ± 2,0 mm; and
- b) other sizes: so graded that the difference between the leg heights in any two consecutive sizes does not exceed 3 mm.

6.1.3 Vamps

The vamps shall be low-cut plain vamps and shall be leather lined.

6.1.4 Quarters

The quarters shall be raw edge and of the Derby type. Raw edges shall be stained.

6.1.5 Outside counters

Outside counters shall be full outside counters of the military type, the attached back strap having a width of at least 35 mm. Raw edges shall be stained.

6.1.6 Tongues

The tongues shall be of the full-bellows type, cut in one piece, and shall be overlaid on the vamp. Tongues shall extend to the top of the facings.

6.1.7 Instep pads

Instep pads shall comply with the requirements of 5.1.11.

6.1.8 Top bands

Top bands shall be cut in one piece.

6.1.9 Ankle reinforcement tape

The ankle reinforcement tape shall be joined to the leg (before back seaming) with two rows of lock-stitching.

6.2 Closing

6.2.1 Skiving

Skiving shall be done in a manner that will prevent the formation of hard ridges.

6.2.2 Seams

The upper closing shall be done in accordance with sound trade practice. All inside upper seams shall be free from ridges and roughness. There shall be no loose, ragged or uneven seams, and all loose thread ends shall be removed. Seams shall be properly beaten after closing and trimming. The back seam shall be closed and shall be properly seam reduced, backstitched and taped. The requirements for the attachment of the various upper components are given in table 5.

Table 5 — Requirements for attachment of upper components

1	2	3	4
Seam	Number of rows of stitches, min.	Types of thread	Number of stitches per 25 mm
Back seam	1 row, closed	Ticket No. 20	8 - 10
Back seam taping	1 row on each side of back seam	Ticket No. 36	9 - 12
Outside counters and back strap	2 rows of chain stitches right round	Ticket No. 12	7 - 10
Top band and facing rows	1 row along edge and 1 row 20 mm away from edge	Ticket No. 36	9 - 12
Instep pad to tongue	1 row around edge	Ticket No. 36	9 - 12
Tongue-to-vamp seam	2 rows 3 mm apart	Ticket No. 36	9 - 12
Side seams	3 rows of chain stitches	Ticket No. 12	7 - 10
Ankle reinforcement tape	One row on each side of tape	Ticket No. 36	9 - 12
Inner sole sock binding	One row along edge	Ticket No. 36	8 - 10

6.2.3 Eyeletting

The eyelets shall be securely fastened centrally on the facings of the boots, shall be evenly spaced and shall have a smooth setting. The centre of the top eyelet shall be at least 15 mm away from the bottom row of stitching on the top band.

6.2.4 Lacing of closed uppers

After eyeletting has been completed, the machine lacing shall provide for a 9 mm opening before lasting, with a tolerance not exceeding +3 mm after lasting.

6.2.5 Edge treatment

All raw edges visible on a finished boot shall be stained to a colour that is a match to that of the upper leather.

6.2.6 Inner sole socks

The leather cover shall be stuck to one side of the sponge rubber with an adhesive. The edge of the inner sole sock shall be bound with fabric binding.

6.3 Preparation of bottom stock

6.3.1 Inner soles

The inner soles shall be graded to an even thickness. The grain shall be buffed. They shall be of uniform quality, properly fleshed, chamfered and feathered and so rounded as to fit the shape of the last accurately.

6.3.2 Runners

The runners shall be graded to an even thickness, shall be of uniform quality and shall be correctly moulded before attachment. They shall be roughened on both the grain and the flesh sides.

6.3.3 Roughening of outer and through-middle-soles

The inner side of the outer sole and both the inner and outer sides of the through-middle-soles shall be roughened before application of the adhesive.

6.4 Making

6.4.1 Lasting

Toe-puffs and stiffeners of the correct size shall be properly activated and positioned in the uppers. Stiffeners shall be back-part moulded. The boots shall be lasted in such a manner as to provide for a lasted overlay of at least 16 mm. The boots shall remain on the lasts long enough to allow the stiffeners and toe-puffs to dry and set thoroughly.

6.4.2 Pounding

The lasted overlay of the upper shall be pounded to a smooth level surface without removing any appreciable quantity of the lasted upper leather round the toe.

6.4.3 Upper roughing

The lasted overlay shall be roughened.

6.4.4 Shank fitting and bottom filling

The forward end of the shank shall be flush with the inner sole at the joint line. The shank shall be inserted with the fibreboard section against the inner sole, shall fit the contour of the boot bottom properly and shall be firmly attached to the inner sole. The bottom filler shall be so applied and pressed into the inner sole cavity that there are no gaps between the inner edge of the inner sole lip and the filler material.

6.4.5 Runner attachment

6.4.5.1 Sticking

The roughened lasted overlay of the upper and the roughened grain side of the runner shall be coated with an adhesive. The runner shall be correctly positioned and stuck to the boot bottom using the time and temperature for reactivation of the adhesive and the pressure recommended (in all three cases) by the adhesive manufacturer.

6.4.5.2 Riveting

The runner shall be riveted right round using brass rivets of the correct length, spaced at a distance of 8,0 mm $\pm$ 0,50 mm from centre to centre of the rivet heads. The rivets shall be so inserted as to ensure a firm, smooth clench on the inner sole with the rivet heads sunk slightly below the surface of the runner.

6.4.6 Through-middle-sole laying

The adjoining surfaces of the runner and through-middle-sole shall be coated with an adhesive. The through-middle-sole shall be so correctly positioned and stuck to the runner that there are no gaps between the edges of the runner and the through-middle-sole.

6.4.7 Rough rounding

The through-middle-soles and runners shall be so rounded as to provide for an edge extension (on the finished boots) of at 5,0 mm $\pm$ 0,50 mm at the inner joint, toe and seat, and 6,5 mm $\pm$ 0,50 mm at the outer joint.

6.4.8 Through-middle-sole stitching

The thread used for the through-middle-sole stitching shall have a linear density of at least R680 tex/10 in the case of the top thread and at least R840 tex/8 in the case of the shuttle thread. The through-middle-sole shall be stitched to the runner right round. There shall be an average of not less than five and not more than six stitches per 25 mm. The shuttle thread shall be well waxed (with hot wax) and the lock of the stitching shall be approximately two-thirds down the thickness of the through-middle-sole. The stitching on the welt shall be not less than 2 mm and not more than 3 mm away from the finished sole edge.

6.4.9 Attachment of outer-sole-and-heel unit

The roughened and treated inner side of the outer-sole-and-heel unit and the outer side of the through-middle-sole shall be coated with an adhesive that is compatible with the materials of both the unit and the through-middle-sole, and the unit shall be correctly positioned and stuck to the stitched through-middle-sole, using the time and temperature for activation of the adhesive and the pressure recommended (in all three cases) by the adhesive manufacturer.

6.4.10 Outer sole attachment reinforcement

The outer sole shall be screwed between the cleats, at the waist and on the heel with No. 6 brass wood screws of the correct length (see figure 1).

7 Workmanship and finish

7.1 General

Workmanship and finish shall be of a standard at least equal to that of the pre-production samples (see annex A.2).

7.2 Heel trimming

Heels shall be trimmed square. The extension at the seat shall be not less than 2 mm and not more than 3 mm.

7.3 Edge trimming

Edges shall be trimmed square. (See also 6.4.7 and 6.4.8.)

7.4 Burnishing

The edge of the leather runner shall be stained to match the colour of the upper leather and shall be well waxed, set and polished.

7.5 Inner sole socks

Each pair of boots have one pair of inner sole socks as given in 5.1.12.

7.6 Upper cleaning and polishing

The upper leather shall be properly washed and polished, using a wax polish

7.7 Freedom from defects

The boots shall be free from protruding grindery, roughness and pleats on the inside of the boot.

7.8 Laces

Each pair of boots shall be provided with one pair of brown nylon laces of length at least 142 cm. The laces shall have fused ends and shall comply with the relevant requirements for type L1 of SABS 770.

8 Packing and marking

8.1 Packing

Unless otherwise specified in the order or contract each pair of boots shall be placed in an individual transparent plastics bag and then packed in a corrugated board outer container that complies with the requirements of QMG 202. The number of pairs in each outer container shall be as follows:

- a) sizes 240-270: 15;
- b) sizes 277-292: 12; and
- c) size 300 and larger: 10.

With the exception of the last consignment of an order, only footwear of the same size and fitting shall be packed together in an outer container.

8.2 Marking

8.2.1 Boots

Each boot shall bear the following information, neatly and legibly impressed on the waist of the inner sole by means of steel stamps:

- a) the manufacturer's name or trade mark;
- b) the size and fitting (M or W) of the boot; and
- c) the year of manufacture.

In addition, the production batch number, the size and fitting of the boot shall be permanently impressed on the grain side of the tongue, by means of steel stamps.

8.2.2 Outer containers

Each outer container shall have a label securely attached to the short side. This label shall be visible when containers are stacked and shall provide the following information in legible and indelible block capital letter of height 12 mm.

- a) the manufacturer's name or trade mark or both;
- b) the description and the item control number (see table 6);
- c) the size and fitting (M or W);
- d) the quantity;
- e) the inspection certificate number;
- f) the order number; and
- g) the year of manufacture.

Table 6 — Item control numbers

1		2
Size		Item control number
4	232	8430-18-400-1402
5	240	8430-18-400-1267
6	247	8430-18-400-1268
7	255	8430-18-400-1269
8	262	8430-18-400-1270
9	270	8430-18-400-1271
10	277	8430-18-400-1272
11	285	8430-18-400-1273
12	292	8430-18-400-1274
13	300	8430-18-400-1275
14	315	8430-18-400-1276

8.3 Additional marking

When so required by the Chief of Logistics, South African National Defence Force, boots or outer containers shall bear information additional to that specified in 8.2.

8.4 User instructions

A swing label with care and use instructions shall be attached through an eyelet of one boot of each pair of boots. The text of the user instructions is held by (and obtainable from) the South African Bureau of Standards.

9 Sampling

9.1 General

The following sampling procedure shall be applied in determining whether, on visual inspection, a lot is acceptable. The samples so drawn shall be deemed to represent the lot.

9.2 Sample for inspection²⁾

From the lot, draw at random the number of pairs of boots shown in column 2 of table 7, relative to the appropriate lot size shown in column 1. The sample size and the acceptance number are extracted from ISO 2859—1, using table 1, general inspection level II, table IIA and an AQL of 1,0.

Table 7 — Sample sizes

1	2	3
Lot size, pairs	Sample size, pairs	Acceptance number
2 - 8	2	0
9 - 15	3	0
16 - 25	5	0
26 - 50	8	0
51 - 90	13	0
91 - 150	20	0
151 - 280	32	1
281 - 500	50	1
501 - 1 200	80	2
1 201 - 3 200	125	3
3 201 - 10 000	200	5

²⁾ This subclause is based on inspections of lots where regular on-line inspection has been carried out and laboratory tests on the materials used in the manufacture of the product, and also on the product itself, are carried out by the inspecting authority to ensure compliance with the specification.

9.3 Acceptance of a lot

The lot shall be deemed to be acceptable if, after visual inspection of the sample taken in accordance with 9.2, the number of defectives found does not exceed the relevant acceptance number shown in column 3 of table 7. All defective boots found during inspection of the sample shall be removed from the lot prior to despatch.

10 Methods of test

10.1 Preparation of test specimens

Use SABS method 616.

10.2 Thickness of upper leather components

Use ISO 2589.

10.3 Accumulated impact strength of toe-puff materials and the degree of softening of toe-puff

Use SABS method 644.

10.4 Bursting strength of stiffeners

Use SABS method 641.

10.5 Properties of wool and synthetic fibre felt bottom filler

10.5.1 Mass per unit area

Use SABS method 79.

10.5.2 Non-fibrous material content

Use SABS method 113.

10.5.3 Thickness

Use SABS method 85.

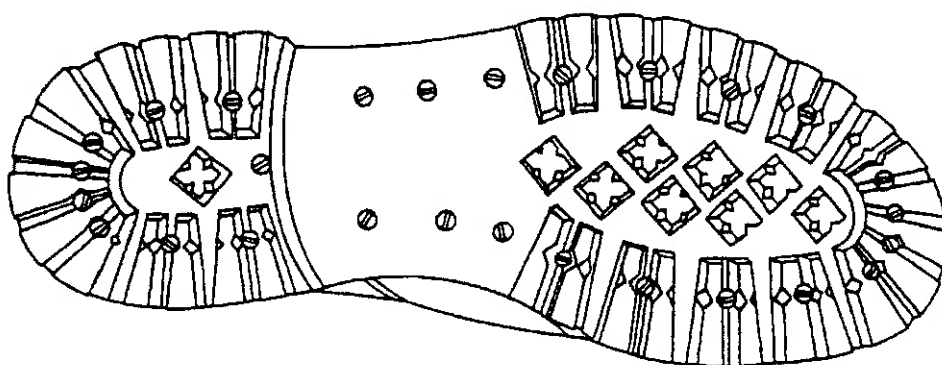
10.6 Outer sole abrasion resistance

Use the method A given in SABS method 664, using a vertical force of 10 N, over an abrasion distance of 40 m. Take the test specimen from the joint region.



Org.11964/E

Figure 1 — Outer sole cleated pattern and reinforcement



Org.11963/E

Figure 2 — Paratrooper boot