



TENDER RULES AND CHECK LIST

1. All the documents accompanying this invitation to bid must be completed in detail, be **sealed in an envelope/ any form of packaging** and be deposited in the tender box before the closing date and time. The tender box is situated at the reception of the Council for Geoscience, 280 Pretoria Street, Silverton, Pretoria. Tenders must only be submitted on the tender documentation issued. The retyping of the tender document is not permitted.
2. Bidders must submit two sealed envelopes/any form of packaging simultaneously, **one containing the technical proposal** and **the other the price proposal**, enclosed together in an outer single envelope/any form of packaging. (This is two-Envelope Bidding Procedure)
3. Duly completed and signed original bid document should be sealed in an envelope marked:

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO CONSTRUCT CHANNELS AND BERMS FOR THE MANAGEMENT OF WATER INGRESS AT OLD MODDERBEE PHASE 2 IN THE GAUTENG PROVINCE.

Tender No	: CGS-2025-38NM
Issue date	: 09 April 2026
Compulsory Briefing Session	: 21 April 2026 at 11h00
Location	: As per project location
Closing date	: 13 May 2026 at 11h00

4. CGS POPIA COMPLIANCE POLICY STATEMENT

The Council for Geoscience is committed to securing the integrity and confidentiality of your Personal Information that is in our possession and will guard against unlawful access and use. The processing of your personal information by the Council for Geoscience will be done in accordance with the POPIA Act 4 of 2013 as well as our processing notice that can be accessed from our website www.geoscience.org.za

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5. AGREEMENT AND CONTRACT DATA

5.1. Form of Offer and Acceptance

5.2. Offer

The Council for Geoscience, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of Construction Industry Development Board (CIDB) registered level 4 Contractor to construct fills and stream barrier at the intersection of the Elsburgspruit and old mine surface workings to prevent water ingress into the underground mine void.

The Contractor, identified in the Offer signature block, has examined the documents listed in the Contract Data and by submitting this Offer, has accepted the Conditions of Contract.

By the representative of the contract document, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract, including compliance with all its terms and conditions, according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

Discount:(%)

Total offered price (in words).....

.....Rand; R.....(in figures)

This Offer may be accepted by the Council for Geoscience by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document, including the Schedule of Deviations (if any), to the contractor before the end of the period of validity stated in the contract Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

Council for Geoscience

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**For the
Contract:**

(Insert name and address of organisation)

.....
Name & signature of witness

.....
Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the Council for Geoscience identified below accepts the contractor's Offer. In consideration thereof, the Council for Geoscience shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the contractor's Offer shall form an agreement between the Council for Geoscience and the contractor upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Envelope 1 Section 4	Site Information
Envelope 1 Section 13	Works Information
Envelope 1 Section 15	Environmental Management Programme
Envelope 1 Appendix A	Drawings
Envelope 1 Appendix A	Contract Data
Envelope 2 Section 5 of Offer and Acceptance)	Agreements and, (which includes this Form
Envelope 2 Section 6	Pricing Instructions
Envelope 2 Section 7	Bill of Quantities

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

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Deviations from and amendments to the documents listed in the Contract Data as well as any changes to the terms of the Offer agreed by the tenderer and the Council for Geoscience during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The contractor shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Council for Geoscience's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed copy of this Form of Offer and Acceptance, including the Schedule of Deviations (if any). Unless the Contractor within five working days of the date of such receipt notifies the Council for Geoscience in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**For the
Employer:**

.....
Name & signature of witness

.....
Date

Schedule of Deviations

- 1 Subject
- Details
-
-

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-
- 2 Subject
Details
-
-
-
- 3 Subject.....
Details
-
-
-
- 4 Subject.....
Details
-
-
-
- 5 Subject.....
Details
-
-
-

5.2 CONTRACT DATA

DATA PROVIDED BY THE COUNCIL FOR GEOSCIENCE

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015 are applicable to this Contract:

CLAUSE	COMPULSORY DATA
1.1.1.13	The Defects Liability Period: 12 months

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1.1.1.14	“Practical Completion Date” is 3 months from the commencement date as adjusted by such extensions of time as may be allowed in the contract. The contract will remain valid until the end of the defects liability period of 12 months.
1.1.1.15	The name of the Employer is: Council for Geoscience
	The documentation required before commencement with Works execution is: Health and Safety Plan (Refer to Clause 4.3) Works programme (Refer to Clause 5.6) Performance Security (Refer to Clause 6.2)
	The time to submit the abovementioned documentation required before the commencement with Works execution is: 14 Days
	Non-Working times as referred to in Clause 5.8.1. The non-working days are: Sundays The special non-working days are: Public Holidays
	The penalty for failing to complete the Works (per day) is: 0.2% of the total contract value (VAT inclusive) per workday, up to a maximum of 10% (VAT inclusive) of the Contract Amount for each day beyond the approved works programme.
	The Form of Guarantee is to contain the wording of the document included in section 11.3 of this document.
	Indicate the form of security: Guarantee and Retention
	Retention of 10% will be applied to the value of works certified, which will be deducted from the amount due. A performance guarantee of 10% will be applied to the contract.
	Price adjustments for variations in the cost of special materials are not applicable to this contract.
	One half of the retention money, 5% , shall become due and shall be paid to the Contractor when the Certificate of practical completion is issued and all snags have been addressed. The other one half shall be made available after the said liability period, refer to clause 1.1.1.13 above.

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	<p>Claims for MOS will not be accepted. Only installed and certified works will be deemed acceptable for payment requests.</p>
	<p>The contract will have to procure the following:</p> <p>CONTRACT WORKS Insurance – which will provide cover against accidental physical loss of or damage to the Works including Temporary Works, Plant and Materials intended to form part of the Permanent Works.</p> <ul style="list-style-type: none"> • PUBLIC LIABILITY Insurance – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of not less than R5 million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. <p>(c) SASRIA SPECIAL RISKS Insurance – in respect of Riot, Strike and associated risks for damage to the Works, including Temporary Works, Plant and Materials intended to form part of the Permanent Works.</p>
	<p>Sub-Contractors</p> <p>The Contractor shall:</p> <ul style="list-style-type: none"> (a) ensure that all potential and appointed Sub-Contractors are aware of the whole contents of this clause, and (b) enforce the compliance by Sub-Contractors with this clause where applicable.”

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Extensions of time in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

Where:

V = Extension of time in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.

Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.

Rw = Actual average rainfall in mm recorded for the calendar month under consideration.

Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.

For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.

This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.

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	For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.
	A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where " n " equals 15 days . Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.
	The determination of disputes shall be by arbitration
Client specified Conditions:	
	Contractor and/or Sub-contractors to waive their Lien Rights over a project. Disputes to be resolved with due course.
2)	The tender type: Open Tender
3)	The Employer has the power to negotiate a fair price with the preferred Tenderer.
	The Employer has the power to reject any submitted tenders without clarification.
	The Employer is not obligated to accept the lowest received tendered price.

DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this Contract:

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za The following contract specific data, referring to the General Conditions of Contract for Construction Third Edition, 2015, are applicable to this Contract:

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CLAUSE	COMPULSORY DATA
1.1.1.9	The name of the Contractor is: _____
1.2.1.2	The physical address of the Contractor is: _____ _____ _____ The postal address of the Contractor is: _____ _____ _____ Telephone: _____ Fax: _____ Email: _____

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5.3 FORM OF GUARANTEE

This contract will make use of a 10 % Guarantee

Contract No

WHEREAS

.....
...

(hereinafter referred to as the Employer”) entered into, a Contract with:

.....
..

(hereinafter called “the Contactor”) on the day of
.20.....

for the
.....

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Council for Geoscience with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS has / have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE
. do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Council for Geoscience under renunciation of the benefits of division and execution for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

- 1. The Council for Geoscience shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Council for Geoscience may take under such Contract, or of

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any modification, variation, alterations of the Completion Date which the Council for Geoscience may make, give, concede or agree to under the said Contract.

2. This guarantee shall be limited to the payment of a sum of money.
3. The Council for Geoscience shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Council for Geoscience before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of
..... Rand (in words)
(in figures) R.....
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

Signed at _____

Date _____

Guarantor's
Signatory 1 _____

Guarantor's
Signatory 2 _____

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Witness _____

Witness _____

Guarantor's seal or stamp

6. PRICING INSTRUCTIONS

1. The Conditions of Contract, the Contract Data, the Method of Measurement (SANS1200) Specifications, (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities. The agreement is based on the General Conditions of Contract for Construction Works 2015 (Third Edition), prepared by the South African Institution of Civil Engineering. The additions, deletions and alterations to the General Conditions of Contract for Construction Works 2015 (Third Edition), as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
2. The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the Upgrading of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3. Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.

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4. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
5. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the upgrading of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
6. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

7. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment. The Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.
8. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Tenderer tenders to do the work

Amount : The quantity of an item multiplied by the tendered rate of the (same) item

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Sum : An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

Rate only : The quantity for the item is not fully known and thus the rate should be added. If such item is to be completed the quantity will be submitted for approval.

9. The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm = millimetre
 m = metre
 km = kilometre
 km-pass = kilometre-pass
 m² = square metre
 m²-pass = square metre-pass
 ha = hectare
 m³ = cubic metre
 m³-km = cubic metre-kilometre
 kW = kilowatt
 kN = kilo Newton
 kg = kilogram
 t = ton (1 000 kg)
 % = per cent
 MN = mega Newton
 MN-m = mega Newton-metre
 PC Sum = Prime Cost Sum
 Prov Sum = Provisional Sum

10. The “Occupational Health and Safety Act No 85 of 1993” Construction Regulations are as follows:

A payment item in the schedule of Quantities / Bill of Quantities must allow the tenderers to price for compliance with OHS Act and the Construction Regulations. This payment item, must include for the erection of Visitors Indemnity Signs and for ensuring that visitors receive instructions and sign an indemnity declaration.

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7. PRICING – BILL OF QUANTITIES