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Council for Geoscience

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 one sealed envelope/any form of packaging **containing the technical proposal**.
3. Duly completed and signed original bid document should be sealed in an envelope marked:

DESCRIPTION: APPOINTMENT OF PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT AND RELATED CONSUMABLES TO THE COUNCIL FOR GEOSCIENCE FOR A PERIOD OF THREE (03) YEARS.

Tender No	: CGS-2025-027NM
Issue date	: 10 November 2025
Compulsory Briefing Session	: 18 November 2025 @ 11h00
Venue	: 280 Pretoria Street, Silverton Pretoria 0184, Ground Floor Auditorium
Closing date	: 02 December 2025 @ 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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Request for Proposal

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5. CHECK LIST

ALL THE RELEVANT FORMS ATTACHED TO THIS BID DOCUMENTS MUST BE COMPLETED AND SIGNED BACK IN BLACK INK WHERE APPLICABLE BY A DULY AUTHORISED OFFICIAL. FAILURE TO PROVIDE ANY OF THE BELOW MENTIONED DOCUMENTS MAY LEAD TO DISQUALIFICATION.

RETURNABLE DOCUMENTS THE FOLLOWING IS INCLUDED IN THE TENDER DOCUMENT	YES	NO
Three documents; one (1) original tender document and two (2) copies		
SBD 1. Invitation to Bid		
Bidders must provide proof of Tax Clearance compliance from SARS; The Council for Geoscience will verify your tax compliance proof in terms of practice note 9 of 2017/2018.		
Tender specification		
SBD 4. Declaration of interest		
SBD 6.1. Preference points		n/a
Supplier application form (CSD Report)		
Government procurement General conditions of contract		
Latest Original Certified copies of company registration certificate		
Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding company who are not individuals.		
In a case where BBBEE certificate is a requirement to submit in order to score points on specific goals, a certified valid SANAS accredited certificate or DTI certificate, Sworn Affidavit will be required. Certificates issued by IRBA and Accounting Officers have been discontinued. Certified BBBEE certificate (For consortium or joint venture a consolidated BBBEE Certificate must be submitted)		
The Council's document must be kept as supplied and submitted with all Schedules/Forms fully completed.		
Any other documents, certificates etc. must be attached as annexure to the official Council document		
Where the Council's official document is taken apart and not submitted as supplied, the bid will be rejected		
No bid forwarded by telegram, telex, facsimile or similar apparatus will be considered.		
In case of Joint venture, trust or consortiums please submit joint venture agreement.		

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6. BID CONDITIONS

6.1. Bidders shall provide full and accurate answers to all (including mandatory) question posed in this document, and are required to explicitly state either "Accept" or "Not Accept" (with a ✓) regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

6.2. A "✓" under "**Accept**" will be interpreted as full compliance/acceptance to the applicable paragraph. A "✓" under "**Accept**" will be interpreted that the Bidder/s has/have read and understood the paragraph, A "✓" under "**Not Accept**" will be interpreted that the bidder does **not accept** the content of the applicable paragraph.

6.3. The following bid, conditions will govern the contract between the Council for Geoscience and the successful bidder:

Requirement	ACCEPT	NOT ACCEPT
Bidders are invited to offer the Services in accordance with the attached Specifications and the conditions within this document.		
The Bidder/s shall accept CGS's interpretation of any specific requirement in the Bid documents or Specifications should there be a difference of interpretation between the Bidder/s and CGS.		
Should any dispute arise as a result of this Bid and/or the subsequent contract, which cannot be settled to the mutual satisfaction of the Bidder/s and CGS's, it shall be dealt with in terms of paragraph 23 of the general conditions of contract?		
Should there be any discrepancies between the Bid conditions and any other documentation that forms part of this RFB, the Bid conditions shall take preference.		

Documentation	ACCEPT	NOT ACCEPT
Fully comprehensive service documentation shall be supplied in English by each Bidder, which shall explicitly and detail, describe the service/s offered. This documentation shall include sufficient detail to clearly give the reader a precise and unambiguous description of the service/s offered. Incomplete or		

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incomprehensive service documentation will result in rejection of the offer.		
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Selection	ACCEPT	NOT ACCEPT
CGS reserves the right to select solely on the information received in the Bids or to negotiate further with one or more Bidder/s.		
Should CGS consider it necessary, the Bidder/s shall agree to an inspection of the resources and works of the Bidder, if so required?		
To contact any Bidder during the evaluation period, to clarify information only, without informing any other Bidder.		

Copyright	ACCEPT	NOT ACCEPT
The specifications are the intellectual property of Council for Geoscience.		
The contents of any specifications are the property of CGS and are confidential. It shall not in any manner be reproduced, destroyed, lent or given away without the permission.		

Submission of Bid	ACCEPT	NOT ACCEPT
CGS may also reject an offer if the Bidder/s fail to complete the standard bidding documents in this tender document.		

Service approval	ACCEPT	NOT ACCEPT
The Procuring of the Services shall not take place until CGS has given final approval of all procedures.		

Upfront/Deposit Payments	ACCEPT	NOT ACCEPT
CGS will not make any upfront payment or deposit payments to the successful bidder/s for goods or services. CGS will pay 30 days after delivery of goods or service and receipt of an invoice.		

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7. BIDDING STRUCTURE

Indicate the type of Bidding structure by marking with an 'X':

Individual Bidder	
Joint venture	
Consortium	

If Joint Venture or Consortium, indicate the following for Prime Bidder:

Name of Prime Contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If Joint Venture or Consortium, indicate the following for all partners other than Prime Bidder:

Name of partners	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

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8. RESPONSE FORMAT

Bidders must respond using the following response format:

Schedule	Description
Schedule 1	Executive Summary The executive summary must cover the following: <ul style="list-style-type: none"> • Paragraph 1 The Bidder must indicate in their bid response to the Council for Geoscience whether they are responding as a Prime bidder, joint venture, consortium or partnership and list the parties and explain their roles. • Paragraph 2 The Bidder must indicate that the signatory of the company/consortium is duly designated to sign the bid response on our behalf of the consortium or joint venture. • Paragraph 3 Summary of similar work done in the past. • Paragraph 4 High level summary of their response.
Schedule 2	SBD 1
Schedule 3	<ul style="list-style-type: none"> • Bidders must provide proof of Tax Compliance Status Pin from SARS. The Council for Geoscience will verify your tax compliance proof in terms of practice note 9 of 2017/2018
Schedule 4	Functional response
Schedule 5	SBD 4 (must be duly completed and signed)
Schedule 6	Central Supplier Database
Schedule 7	General Conditions of Contract 2010

NB: The response must have an index and the document must be neatly divided using the above-mentioned format in sequence.

9. REQUIREMENTS AND EVALUATION OF JOINT VENTURE OR CONSORTIUM SUBMISSIONS

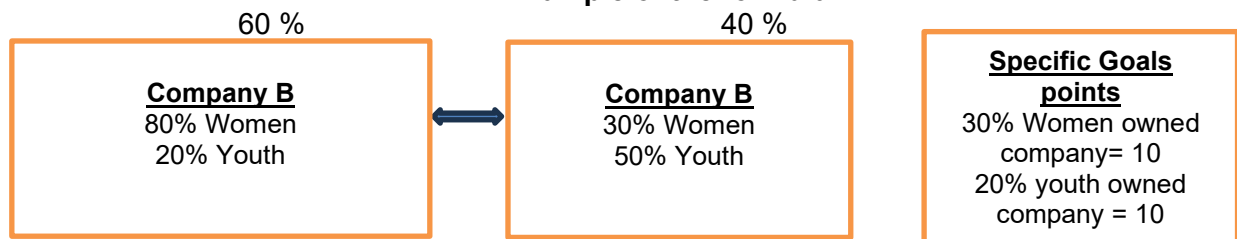
- 9.1. The JV agreement for JV partners must be submitted indicating a percentage split up to 100% for partners to render the agreement valid which must include, among other things, but to limited to role and responsibilities of each JV partner in the contract, JV bank account and power of attorney to sign the bid document on behalf of the JV. etc
- 9.2. All the JV partners or the lead Partner must submit mandatory documents, where applicable, depending on the nature of the project, please refer to mandatory requirements for this bid.

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- 9.3. All the JV partners or unincorporated JV must submit administrative documents i.e CSD, company registration documents etc, please refers to administrative requirements of this bid.
- 9.4. Specific goals evaluation for incorporated JV shall be applied considering a valid consolidated BBBEE certificate.
- 9.5. Specific Goals evaluation for unincorporated JV shall be applied proportionally in accordance with the JV % split.
- 9.6. Below is a demonstration of points allocation for specific goals where the total points claimed will be the sum of the percentage work allocation for each partner multiplied by the percentage weighting for the race category, multiplied by the percentage ownership in the relevant specific goals (if applicable).

Example of the formula



Score for Women: $60\% \times 80\% \times 10 = 4.8$ points Score for Youth: $60\% \times 20\% \times 10 = 1.2$ points Total = 6 points	$40\% \times 30\% \times 10 = 1.2$ points $40\% \times 50\% \times 10 = 2$ points Total = 3.2 point	Total Points for JV = 9.2
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[SDB 1]

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	CGS 2025-027NM	CLOSING DATE:	02 DECEMBER 2025	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENTS AND RELATED CONSUMABLES TO THE COUNCIL FOR GEOSCIENCE FOR A PERIOD OF THREE (03) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
COUNCIL FOR GEOSCIENCE,					
280 PRETORIA STREET					
SILVERTON, PRETORIA					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nokuphiwa Mbulawa		CONTACT PERSON	Fortune Mogwatjana	
TELEPHONE NUMBER	012 841 1251		TELEPHONE NUMBER	012 841 1441	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	nmbulawa@geoscience.org.za		E-MAIL ADDRESS	fmogwatjana@geoscience.org.za	
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

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<p>.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</p>	<p align="center"> <input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES ENCLOSE PROOF] </p>	<p>.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</p>	<p align="center"> <input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] </p>
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
 YES NO

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

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**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, 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:

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1. INTRODUCTION

The Council for Geoscience (CGS) is a schedule 3A public entity organization as defined by the Public Finance Management Act (Act 1 of 1999). The CGS derives its mandate from the Geoscience Act 100 of 1993. The objectives of the CGS under the Act, is to produce world-class geoscience knowledge products and to render geoscience-related services to the South African public and industry. The strategic position of the CGS is to ensure that its activities contribute to the national imperatives, namely, to free the potential of individuals by improving the quality of life of all citizens, assisting in the growth and wealth of the country and eradicating poverty especially in the rural areas of South Africa. It does this through the mandate of the Geoscience Act, which includes the following activities:

- 1.1. To systematically document and compile the geology of the earth's surface and continental crust, including offshore areas within the territory of South Africa.
- 1.2. To compile geoscience data, especially geological, geophysical, metallogenic and engineering geological information in the form of maps and accompanying explanations and to make this information available to the public.
- 1.3. To do basic geoscience research into the nature and origin of rocks, ores, minerals and the history and evolution of life and to understand the geological evolution of the earth. These findings are published in peer reviewed geoscience publications nationally and internationally.
- 1.4. To collect and curate all geoscience knowledge for the country into the National Geoscience Repository and make such information available to the public.
- 1.5. To render geoscience knowledge services and advice to the State to enable informed and scientifically based decisions on the use of the earth's surface and its resources within the territory of South Africa.
- 1.6. To manage several national geoscience facilities on behalf of the country such as the National Seismograph Network, the National Borehole-Core Repository, the National Geoscience Heritage Collections (Geoscience Museum) and the National Geoscience Library.
- 1.7. To render commercial geoscience services and products to national and international clients.

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2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

CGS seeks to appoint a panel of service providers for the supply and delivery of personal protective equipment (PPE) and related consumables to the Council for Geoscience as and when required for a period of three years.

3. SCOPE OF WORK

The appointed service providers will be required to supply and deliver personal protective equipment to the Council for Geoscience. These services must be of the best value for money with consistent high standards. The service will be as and when required. A list of items and their minimum specifications are illustrated on Table1, however not exhaustive. No pricing is required at this point.

Table 1

No.	Item description	Sizes	Measure	Specifications
1.	Wide Brim Sun Hat	One Size Fits All (with head adjustment)	Each	<ul style="list-style-type: none">• Durable Rip Stop Fabric.• Breathable Mesh Air Vents.• Elastic Head Adjustment.• Adjustable Chin Strap.• UPF 30+ for Sun Protection
2.	FFP2 /N95 Masks	Standard	Box of 20	<ul style="list-style-type: none">• Disposable• Twin elastic bands• Foam nose seal• Adjustable nose bridge• No valve
3.	Earmuffs	Standard	Pairs	<ul style="list-style-type: none">• Helmet mounted earmuffs with universal hard hat mounting slot• Large twin point mounted cups with soft foam cushions.• Easy to attach & detach with spring loaded arms.• Steel arms maintain a constant & even pressure.• Adjustable cup for optimum comfort & fit.

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4.	Ear plugs	Standard	Each	<ul style="list-style-type: none"> • Non-toxic • Durable silicon rubber. • Rigid plastic inner dowel to assist with fitting. • Triple flanged or conical design to ensure a snug and optimal fit to protect different size ear canals. • Can be cleaned by washing with soap and water. • At least with noise attenuation rating: SNR 28 or equivalent.
5.	Hiking Boots	3-13	Pair	<ul style="list-style-type: none"> • Premium Nubuck leather. • GORE-TEX protection and a higher cut. • QUEST ELEMENTS GORE-TEX (or equivalent to). • Lightweight construction and stabilizing chassis. • Mixed terrain. • Waterproof.
6.	Safety Boots	3-13	Pair	<ul style="list-style-type: none"> • Bova Nebula or equivalent • Full-grain leather with padded tongue and collar. • Extra-wide fitting upper designed according to podiatry specifications. • Five lacing guides. • Extra-wide steel toe cap • Anti-penetration midsole.
7.	Hard hats with chin straps	Adjustable	Each	<ul style="list-style-type: none"> • Polypropylene copolymer hard hat. • Retractable ventilation holes. • Ratchet type adjustment for easy fitment.

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				<ul style="list-style-type: none"> • 2-Point adjustable webbed polyester chin strap. • Side slots for fitment of face & hearing PPE. • 8-Point suspension within the shell provides optimum shock absorption.
8.	Leather gloves	S, M, L, XL, XXL, XXXL,	Pair	<ul style="list-style-type: none"> • Full Grain Leather Glove • Wrist length full grain leather glove with no inner lining Ideal for welding
9.	Leather gloves		Pair	<ul style="list-style-type: none"> • Full Grain Leather Glove • Wrist length full grain leather glove with no inner lining • Ideal for welding
10.	Leather gloves		Pair	<ul style="list-style-type: none"> • Full Grain Leather Glove • Wrist length full grain leather glove with no inner lining • Ideal for welding.
11.	Leather gloves	S, M, L, XL, XXL, XXXL,	Pair	<ul style="list-style-type: none"> • Split cowhide leather, • Stitching with a flame-resistant thread • Suitable for metal work, mining, pipe fitting, hammering and general-purpose work requiring hand protection
12.	Cut resistant gloves	S, M, L, XL, XXL, XXXL.	Pairs	<ul style="list-style-type: none"> • At least with a level 4 abrasion resistance Nitrile foam palm coating • Grip for both wet and dry conditions • Seamless nylon liner or similar
13.	Nueva Long Sleeve Field Shirt	S, M, L, XL, XXL, XXXL.	Each	<ul style="list-style-type: none"> • Fold-out collar for additional sun protection on your neck. • Quick drying fabrication to keep you

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				<p>dry and comfortable on the go.</p> <ul style="list-style-type: none"> • Two chest pockets with pocket flaps for additional storage space. • UPF 30 for superior protection from the sun's harsh rays. • Roll-up sleeve tabs for ease of adjustability.
14.	Nueva Short Sleeve Shirt	S, M, L, XL, XXL, XXXL.	Each	<ul style="list-style-type: none"> • Breathable Cooldry fabric. • Lightweight inner mesh yoke. • Fold-out collar for additional sun protection. • Two chest pockets with Velcro pocket flaps.
15.	Conti Utility Pants	S, M, L, XL, XXL, XXXL.	Each	<ul style="list-style-type: none"> • Concealed nylon zip. • Triple needle topstitched garment. • Multifunctional custom pockets (ruler/penpocket, mobile phone pocket & cargo pocket). • Reflective piping stripe on rear leg pockets. • Pants with additional reflective piping stripe on rear ankle & knee area. • Hammer/tool loop. • Concealed elasticated waistband. • Reinforced canvas panels for added durability. • Polyester blended with Cotton for colourfastness, comfort & breathability. • 65% Polyester 35% Cotton.

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				<ul style="list-style-type: none"> • 300D water-resistant 100% Polyester Oxford, 280gsm.
16.	Versatex Work Jacket and Work Trouser	S, M, L, XL, XXL, XXXL.	Two-piece	<p><u>Jacket</u></p> <ul style="list-style-type: none"> • Constructed with VERSATEX for long-lasting durability, colourfastness, and breathable comfort. • Concealed inner chest pocket. • Chest pocket with hook-and-loop closure. • Chest pocket with pen division. <p><u>Trouser</u></p> <ul style="list-style-type: none"> • Large front pocket for convenient storage. • Concealed YKK zip. • Side slits for ease of movement. • Reinforced bar tacks on stress point.
17.	Onepiece Boiler Suit	S, M, L, XL, XXL, XXXL.	Each	<ul style="list-style-type: none"> • Two-way NOMEX YKK concealed brass zip. • 50mm Silver flame retardant double needle topstitched reflective tape on arms & legs. • Fully triple needle topstitched garment. • Two-way radio pocket with 25mm hook & loop, mitred breast pocket with hook & loop V-flap & gas analyser tab, side pocket, two mitred back pockets with hook & loop monza flap.
18.	Reflective Long Sleeve Shirt	S, M, L, XL, XXL, XXXL.	Each	<ul style="list-style-type: none"> • 100% Cotton 135gsm fabric. • Reflective operational shirt. • Vented back yoke for comfort in heat.

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				<ul style="list-style-type: none"> • 50mm Silver reflective tape on sleeves, around the chest & waist. • Mitred pockets have double needle topstitching. • Button closure. • The natural fibres with comfortable & breathable garment.
19.	Hooded Softshell Jacket	S, M, L, XL, XXL, XXXL.	Each	<ul style="list-style-type: none"> • Summit Guard jacket with wind-and-water-proof technology. • Adjustable hood. • Adjustable cuffs. • Adjustable hem. • Softshell fabric.
20.	Storm Puffer Jacket (Dromex or equivalent)	S, M, L, XL, XXL, XXXL.	Each	<ul style="list-style-type: none"> • Puffers must retain insulation and warmth when wet whilst offering great water resistance and breathability • A fast-drying construction. • Light weight. • Rubberized zip option. • A high stand collar which provides further thermal coverage and protection around the neck. • An elastic cuff and waist for snug fit 2 waist pockets with reserved coil zippers, providing ideal water-resistance. • 2 deep inner pockets for additional storage.
21.	Winter Fleece Jacket	S, M, L, XL, XXL, XXXL.	Each	<ul style="list-style-type: none"> • Fleece material. • Cold weather resistant. • Stand-up collar, hand pockets with zippers. • Fastens with a sturdy, heavy-duty zipper, equipped with pullers for ease of use.

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				<ul style="list-style-type: none"> Two large internal mesh-lined pockets for extra storage.
22.	Body Warmer	S, M,L, XL, XXL, XXXL.	Each	<ul style="list-style-type: none"> 100% Polyester, 50D Outer Fabric. 210T Nylon Lining Light Weight. Wind and Water Resistance. Side Pockets.Inside Pocket. Elasticated Binding on Hem & Sleeves. Standard Fit.
23.	Hiking Socks	3-13	Pair	<ul style="list-style-type: none"> Robust lightweight advanced yarn blend. Drynamix fibre. Mesh construction for effective ventilation. Reinforced heel and toe for durability. Ergonomic left and right fit. Supportive cushioning. 79% Drymix, 19% Polyamide, 2% Elastane.
24.	Sun-off Arm Protector (Sleeves)	S, M, L, XL, XXL, XXXL.	Pair	<ul style="list-style-type: none"> UPF 50+ sun protector. Lightweight. Gripper Elastic Cuff. Moisture Wicking. Anti-Microbial.
25.	Safety spectacles	One size fit all	Pairs	<ul style="list-style-type: none"> Lightweight Anti-fog and anti-scratch Absorb UV rays Clear and shaded.
26.	Safety goggles	Adjustable	Pairs	<ul style="list-style-type: none"> Clear PC lens UV400 protection Adjustable head strap Anti-mist coating
27.	Water bottle	2000ml/2L	Each	<ul style="list-style-type: none"> 2000mL/2L Hardened plastic water bottle Military style with canvas cover and shoulder strap

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				<ul style="list-style-type: none"> • Heavy duty cover and strap
28.	Welding goggles	Shade 5	Pairs	<ul style="list-style-type: none"> • Dark PC lens (Shade number 5). • UV400 protection • Adjustable head strap • Anti-mist coating. • Anti-scratch lens • Meets the requirements of EN169:2002 for transmittance requirement for welding filters
29.	Safety glasses	Shade 5	Pairs	<ul style="list-style-type: none"> • Dark PC lens (Shade number 5) UV400 protection UV and IR radiation protection adjustable side arms for a customized fit
30.	Filters for respirators	Fit a 3M 7500 series Facemask.	Pairs	<ul style="list-style-type: none"> • Protection against vapour fumes, gases and particulates.
31.	Half face respirator masks	One size fits all	Each	<ul style="list-style-type: none"> • Twin filter design • Adjustable head cradle • Wide field of vision • 100% PVC-Free. • Fitted with filters that offer protection against vapour fumes, gases and particulates
32.	Hiking Caps	One size fits all	Each	<ul style="list-style-type: none"> • Quick drying. • Drawcord toggle, removable velcro neck, press stud fastening. • UV-certified UPF 50+ cap, compliant with Standard NF EN 13758-1
33.	Steel Toe Gumboots	Size 3-13	Pair	<ul style="list-style-type: none"> • Knee length PVC • Steel toe. • A heavy-duty knee length. • Anti-penetration midsole. • Hard wearing, excellent grip and sole.

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34.	Polar Fleece Beanie	One size fits all	Each	<ul style="list-style-type: none"> • Polartec Powerstretch fleece. • 4-way stretch fabric for a comfortable fit. • Wicks moisture away from skin. • Anti-pilling.
35.	Neck Gaiter	One size fits all	Each	<ul style="list-style-type: none"> • Quik-wic fabric moisture management. • Lightweight warmth. • Shaped for a more comfortable fit. • Broad top band for comfortable when worn over the nose. • Eco-friendly Tencel fiber helps with odour control.
36.	Long Oilskin Gaiters	Standard	Pair	<ul style="list-style-type: none"> • Protection from sharp grass seeds, blackjacks, thorns, and short snakes. • Long gaiters. • 510g waxed cotton canvas. • Hardy Tincloth • RGT-5.
37.	Hiking Pole	Standard	Each	<ul style="list-style-type: none"> • 3-Section FastLock length adjustment system. • Tungsten Tip. • Lightweight EVA grip. • FastLock adjustable strap. • Includes: Rubber Tip Protector Mud Basket, Snow Basket.
38.	Hi-Viz Reflective Two-Tone Vest	S, M, L, XL, XXL, XXXL.	Each	<ul style="list-style-type: none"> • Solid high visibility vest. • Two tone utility style waistcoats. • Shoulder and waist reflective tape. • Cellphone and pen pocket. • Lower bellow pocket. • ID pocket with Velcro closure.

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				<ul style="list-style-type: none"> 100% polyester fluorescent open weave fabric.
39.	Hi-Viz Two-Tone Reflective Golfer Shirt	S, M, L, XL, XXL, XXXL.	Each	<ul style="list-style-type: none"> Poly-Cotton Fabric. Chest Pocket. 50mm Reflective tape.
40.	Tritech Golfer	S, M, L, XL, XXL, XXXL.	Each	<ul style="list-style-type: none"> Easy care construction. Moisture management fabric. Side slits for ease of movement. Constructed with colourfast 100% polyester.
41.	Rainsuit	S, M, L, XL, XXL, XXXL.	Two-Piece	<ul style="list-style-type: none"> Navy blue, 2-piece freezer suit. Water resistance & lightweight. Outer: 100% Polyester 210T Oxford fabric with PVC coating. Inner: 300gsm Cotton with 190T Polyester Taffeta. Jacket includes a fixed hood with drawstrings, a heavy-duty zip & elasticated sleeve cuffs. Trouser have an elasticated waist, two side pockets & open cuff legs.
42.	Hiking Backpack	50L + 10L	Each	<ul style="list-style-type: none"> 50L + 10L Hiking Pack with a large and comfortable hip belt with pockets. Can add a 2L hydration pack to this pack. Comes with its own rain cover and has splash-proof zips. Weight: 2.1kg. Capacity: 50L + 10L. Dimensions: 66cm x 35cm 27cm

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1. The appointed bidder will be required to present samples of each PPE item for approval.
2. If items are locally sourced, delivery time must not exceed 10 working days from the time that the requests were placed.
3. If items are not locally sourced, delivery time must not exceed 6 calendar weeks from the time that the requests were placed.
4. The PPE items must be delivered to and in case of problematic deliveries removed from the relevant Council for Geoscience office where the request was made.
5. Incorrectly delivered Items, of substandard quality and incorrect specification shall be replaced free of charge by the tenderer.
6. Normal deliveries should be between 08h00 in the morning and 15h30 in the afternoon on weekdays unless special arrangements have been agreed to with the Council for Geoscience.
7. If the bidder is unable to deliver the item/s for which ever reason, the Council for Geoscience must be informed within 24 hours after such a request was received by the supplier.

4. DELIVERIES

Service provider must deliver at the following addresses:

Council for Geoscience
280 Pretoria Street
Silverton, Pretoria
South Africa.

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5. LEGISLATIVE FRAMEWORK OF THE BID

5.1. Tax Legislation

- 5.1.1.** Bidders must be compliant when submitting a proposal to Council for Geoscience and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 5.1.2.** It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 5.1.3.** The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 5.1.4.** It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 5.1.5.** Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 5.1.6.** Where Consortia / Joint Ventures / are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database. The parties must submit Consortia / Joint Ventures agreement with clear role clarifications.
- 5.1.7.** Where sub-contracting is involved, the lead partner must submit a sub-contracting agreement with clear role clarification.

5.2. Procurement Legislation

Council for Geoscience has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of

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2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003), and all the applicable Instruction note issued by National Treasury from time to time.

5.3. Technical Legislation and/or Standards

Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.

6. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is 120 days. The project timeframes of this bid are set out below:

Activity	Due Date
Closing date of questions relating to bid from bid	20 November 2025
Notice to bidders	Council for Geoscience will endeavour to inform bidders of the progress until conclusion of the tender

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at Council for Geoscience's discretion. The establishment of a time or date in this bid does not create an obligation on the part of Council for Geoscience to take any action or create any right in any way for any bidder to demand that any action be taken on the date established.

7. CONTACT AND COMMUNICATION

7.1. A nominated official of the bidders can make enquiries in writing, to the specified person, Frans Moshoeu via email mbulawa@geoscience.org.za and/or **012 841 1251**. Bidders must reduce all telephonic enquiries to writing and send to the above email address.

7.2. The delegated office of Council for Geoscience may communicate with Bidders where clarity is sought in the bid proposal.

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- 7.3. Any communication to an official or a person acting in an advisory capacity for Council for Geoscience in respect of the bid between the closing date and the award of the bid by the Bidders is discouraged.
- 7.4. All communication between the Bidders and Council for Geoscience must be done in writing.
- 7.5. Whilst all due care has been taken in connection with the preparation of this bid, Council for Geoscience makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidders during the bidding process is, or will be, accurate, current or complete. Council for Geoscience and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 7.6. If Bidders finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Council for Geoscience (other than minor clerical matters), the Bidders must promptly notify Council for Geoscience in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Council for Geoscience an opportunity to consider what corrective action is necessary (if any).
- 7.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Council for Geoscience will, if possible, be corrected and provided to all Bidders without attribution to the Bidders who provided the written notice.
- 7.8. All persons (including Bidders) obtaining or receiving the bid and any other information in connection with the Bid, or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

8. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidders.

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9. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

10. FRONTING

10.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. It is against this background the Government condemn any form of fronting.

10.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies Council for Geoscience may have against the Bidder / contractor concerned.

11. SUPPLIER DUE DILIGENCE

The Council for Geoscience reserves the right to conduct supplier due diligence prior to the final award or at any time during the contract period. This may include site visits and requests for additional information. The CGS reserves the right to verify any information supplied by the bidder in the tender document and should the information be found to be

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false or incorrect, the CGS will exercise any of the remedies available to it in the bid document. Reference letters will also be authenticated.

12. SUBMISSION OF PROPOSALS

- 12.1.** Bidders must submit one sealed envelope/any form of packaging containing the technical proposal)
- 12.2.** Bid documents should be placed in the tender box at the aforesaid address on or before the closing date and time (as specified above).
- 12.3.** Bid documents will only be considered if received by Council for Geoscience before the closing date and time, regardless of the method used to send or deliver such documents to Council for Geoscience.
- 12.4.** The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response for all stage of evaluations, being, the administrative, mandatory, and price & specific goals.
- 12.5.** The bidders are required to submit three (3) copies of their submission (1) original and two copies (2).

NB: Bidders are requested to initial each page of the tender document on the top right-hand corner.

13. DEMONSTRATION AND PRESENTATION

Council for Geoscience **may** schedule presentations/demonstrations **only** with the short-listed Bidders as part of the bid evaluation process.

14. EVALUATION AND SELECTION APPROACH

All tender applications will be evaluated according to the following approach:

- a) Functional Evaluation Criteria
- b) Administrative Evaluation Criteria (to determine whether the documentation has been completed correctly)

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Council for Geoscience has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Functional Evaluation Criteria (Gate 1)	Administrative Evaluation Criteria (Gate 2)
Only bidders who met the minimum threshold of 70 points will be evaluated further to 2.	Administrative requirements. (Only bidders who fully comply with requirements will be on the approved panel service providers)

The CGS retains the right not to award the tender to the lowest bidder.

13.1. FUNCTIONAL EVALUATION CRITERIA

No	Criteria	Points
1.	<p>Bidder must submit purchase order for completed deliveries or ongoing contracts that specifies the quantities of personal protective clothing delivered. The purchase order must correspond with a list of clients/references on table 2 below (page 29)</p> <ul style="list-style-type: none"> • Supplied purchase order of over 170 quantities of personal protective clothing = 40 points • Supplied purchase order of between 101 to 169 quantities of personal protective clothing = 30 points • Supplied purchase order between 50 - 100 quantities of personal protective clothing = 20 points • Supplied purchase order less than 50 quantities of personal protective clothing = 0 point 	40
2.	<p>Bidder must list verifiable references stipulating where similar work was successfully completed on the below Table 2 below (page 29)</p> <ul style="list-style-type: none"> • Bidder listed three or more verifiable references = 60 points • Bidder listed two verifiable references = 40 points • Bidder listed one verifiable references = 30 points • No references listed = 0 points 	60

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	Total	100
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The minimum threshold to be met is **70 points** to be considered further and CGS intends to appoint top fifteen (19) bidders based on the functionality score ranking.

If two or more bidders score an equal total number of points on functionality, the bidder with 51% or more Women ownership will be listed in the panel.

If two or more tenderers score equal total points in all respects, the award will be decided by the drawing of lots.

NB: The bidders must submit a proof in the form of a valid and certified B-BBEE sworn affidavit and a B-BBEE certificates.

TABLE 2

Bidders must list references/clients for projects completed/ongoing contract.

Table No	Name of Institution	Description/Type of PPE supplied	Contact Details
1.			Name: Tel: Email:
2.			Name: Tel: Email:
3.			Name: Tel: Email:
4.			Name: Tel: Email:

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13.2. ADMINISTRATIVE EVALUATION CRITERIA

Document that must be submitted	Non-submission may result in disqualification	
Invitation to Bid – SBD 1	YES	Complete and sign the SBD1 form
Declaration of Interest – SBD 4	YES	Complete and sign the SBD4 form
Preference Point Claim Form – SBD 6.1	YES	Complete and sign the SBD6.1 form.
*Registration on Central Supplier Database (CSD)	YES	The companies must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered, proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
Joint Venture (if applicable)	YES	The JV agreement for JV partners must be submitted indicating a percentage split up to 100% for partners to render the agreement valid

* In the event of submission by an unincorporated joint venture, each partner must submit the compliant CSD report

Bidders who do not submit the requested administrative documents, will be given a maximum of 2 working/business days to submit, failure will render the bid response/submission as unacceptable, and therefore be disqualified.

Bidders who are not tax compliant will be afforded seven working days to correct non-compliance in the CSD; failure will render the bid unacceptable and be disqualified. Bidders must submit proof of tax compliance within the seven-day period, in line with Instruction note 09 of 2017/18, section 4.2.

14. INFORMATION CLARIFICATIONS

The Council for Geoscience may request clarification in writing regarding the information provided by bidders. Supplier(s)/ service provider(s) are to provide the required information within the specified period. Failing to respond, will invalidate your bid, therefore lead to disqualifications from the process.

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15. ENGAGEMENT MODEL

- 15.1. When CGS identifies a specific requirement or need of goods, The Request for quotation will be sent to all companies who are on the preferred list of service providers as and when the service is required with a shortened closing date. The 80/20 or 90/10 preference point system will be applicable.
- 15.2. Any Request for Quotation (RFQ) issued to the panel shall not constitute an instruction to render the service.
- 15.3. Bidders on the preferred list will be required to submit SBD6.1 that must be completed correctly with the original submission. No submission or incomplete submission will result in no scoring of points for specific goals.
- 15.4. Bidders who are not tax complaint will be afforded seven working days to correct non-compliance in the CSD; failure will render the bid unacceptable and be disqualified. Bidders must submit proof of tax compliance within the seven days period, in line with instruction note 09 of 2017/18 section 4.2.
- 15.5. The council for Geoscience reserves the right to add more companies to the existing list and to deviate from this engagement model when circumstances dictate.

15. CONDUCTING BUSINESS WITH FORMER EMPLOYEES OF THE CGS

The CGS may not conduct business with former employees or companies owned by former employees within the first twelve (12) months of the termination of their employment service. The CGS may investigate special circumstances where the need to conduct business with former employees has arisen before the expiry of the 12-month period, and after consideration of the merits of the bid, may decide to award such a bid.

A decision approving to conduct business with former employees or companies owned by former employees will be made on the basis, amongst others, that such former employees of the CGS or their companies will not result in any unfairness to other bidders in any procurement process of the CGS.

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Whether to consider the bid of former employees or companies owned by former employees may not be considered, if the former employees under consideration previously engaged in any fraudulent, dishonest or unethical conduct whilst employed by the CGS.

CGS may, on justifiable grounds and after following due process, disregard the submission of any Bidder /Tenderer if that Bidder / Tenderer or any of its directors, members or trustees or partners have –

- Abused the CGS's supply chain management system
- Committed fraud or any other improper conduct in relation to such system; or
- Failed to perform on any previous contract

16. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder under this bid is conditional, amongst others, upon –

- a. The bidders accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Council for Geoscience is prepared to enter into a contract with the successful Bidders.
- b. The bidder submitting the General Conditions of Contract to Council for Geoscience together with its bid, duly signed by an authorised representative of the bidder.

17. SERVICE LEVEL AGREEMENT

17.1. Upon award Council for Geoscience and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Council for Geoscience more or less in the format of the draft Service Level Indicators included in this tender pack.

17.2. Council for Geoscience reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.

17.3. Bidders are requested to:

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- a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
- b. Explain each comment and/or amendment; and
- c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.

17.4. Council for Geoscience reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Council for Geoscience or pose a risk to the organisation.

18. SPECIAL CONDITIONS OF THIS BID

Council for Geoscience reserves the right:

- 18.1.** To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- 18.2.** To negotiate with one or more preferred bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidders who has not been awarded the status of the preferred bidders.
- 18.3.** To accept part of a tender rather than the whole tender.
- 18.4.** To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidders, whether before or after adjudication of the Bid.
- 18.5.** To correct any mistakes ten days before bid closure that may have been in the Bid documents.
- 18.6.** To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidders have been notified of their status as such.

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18.7. Award to multiple bidders based either on size or geographic considerations.

In the Bidder's Technical response, bidders are required to declare the following:

18.8. Confirm that the bidders are to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of Council for Geoscience
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat Council for Geoscience fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Council for Geoscience
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of Council for Geoscience as a client before any other consideration; and
- h. To ensure that any information acquired by the bidders from Council for Geoscience will not be used or disclosed unless the written consent of the client has been obtained to do so.

19. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

19.1. Council for Geoscience reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority **interest in the** bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of [Institution name] or any other

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government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Council for Geoscience officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

20. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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20.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Council for Geoscience relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

20.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Council for Geoscience against the bidder notwithstanding the conclusion of the Service Level Agreement between Council for Geoscience and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

21. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing **Council for Geoscience**, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidders in the preparation of their response to this bid.

22. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, **Council for Geoscience** incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds **Council for Geoscience** harmless from any and all such costs which **Council for Geoscience** may incur and for any damages or losses **Council for Geoscience** may suffer.

23. LIMITATION OF LIABILITY

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A bidder participates in this bid process entirely at its own risk and cost. **Council for Geoscience** shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

24. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. **Council for Geoscience** reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to **Council for Geoscience** or whose verification against the Central Supplier Database (CSD) proves non-compliant. **Council for Geoscience** further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

25. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. **Council for Geoscience** reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

26. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

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27. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER’S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that Council for Geoscience allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and Council for Geoscience will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

28. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder’s tender(s) will be disclosed by any bidder or other person not officially involved with Council for Geoscience’s examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by Council for Geoscience remain proprietary to Council for Geoscience and must be promptly returned to Council for Geoscience upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidders must secure Council for Geoscience’s written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

29. COUNCIL FOR GEOSCIENCE PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any Council for Geoscience proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidders.

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30. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid RFP **CGS 2025-027NM**. The Council for Geoscience may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

SBD 4

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 State institution
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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.

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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.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

Council for Geoscience

Request for Proposal

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3.5 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.

3.6 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

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GOVERNMENT PROCUREMENT

GENERAL CONDITION OF CONTRACT 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

1. DEFINITIONS

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.

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- 1.3. **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public employee in the procurement process or in contract execution.
- 1.5. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its Government and encouraged to market its products internationally.
- 1.6. **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **“Day”** means calendar day.
- 1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10. **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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- 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 employee written order issued for the supply of goods for works or the rendering of a service.
- 1.20. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.

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- 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 96 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 State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.employee.gov.za.

4. STANDARDS

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- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

- 5.1. The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. PERFORMANCE

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- 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:
 - 7.3.1. 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
 - 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there is 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 Energy Board 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.

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- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. PACKING

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY OF DOCUMENTS

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- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

11. INSURANCE

- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - a. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - b. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - c. 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
 - d. training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

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14. SPARE PARTS

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - a. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - b. in the event of termination of production of the spare parts:
 - i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

15.6. 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 fulfilment 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.

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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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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21.6. Upon any delay beyond the delivery period in the case of 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 GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. TERMINATION FOR DEFAULT

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- a. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- b. if the Supplier fails to perform any other obligation(s) under the contract; or
- c. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

25. FORCE MAJEURE

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

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- 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.
- 27.6. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

28. LIMITATION OF LIABILITY

- 28.1. 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.
- 28.2. 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.

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29. GOVERNING LANGUAGE

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. APPLICABLE LAW

30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. NOTICES

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.