280 Pretoria Street, Silverton, Pretoria
Private Bag X112, Pretoria 0001, South Africa
Tel: +27 (0)12 841 1911
Fax: +27 (0)12 841 1221
email: info@geoscience.org.za
website: www.geoscience.org.za

Council for Geoscience

REQUEST FOR BIDS

TENDER RULES AND CHECKLIST

1. All the documents accompanying this invitation to bid must be completed in detail, be **sealed in an envelope / any form of packaging** and be deposited in the Tender Box before the closing date and time.
   The tender box is situated at the reception of the Council for Geoscience, 280 Pretoria Street, Silverton, Pretoria.
   Tenders must only be submitted on the tender documentation issued. The retyping of the tender document is not permitted.

2. Bidders must submit two sealed envelopes / any form of packaging simultaneously, **one containing the technical proposal** and **the other the price proposal**, enclosed together in an outer single envelope / any form of packaging (This is a Two-Envelope Bidding Procedure).

3. Duly completed and signed original bid document should be sealed in a marked envelope.

4. **DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF MICROSOFT MANAGED SUPPORT AND OTHER MICROSOFT RELATED SERVICES FOR A PERIOD OF THREE (3) YEARS.**

Tender No.	: CGS-2026-049F
Issue Date	: 24 November 2026
Compulsory Virtual Briefing Session	: 03 December 2026 at 11h00 :MS Teams https://teams.microsoft.com/meet/3939371719460360?p=kPFg6aAwaEdwr4Vjtn Meeting ID: 393 937 171 946 036 0 Passcode: nY2or7YX
Closing Date	: 22 January 2027 at 11h00
Bid Validity Period	: 120 calendar days

REQUEST FOR PROPOSAL: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF MICROSOFT MANAGED SUPPORT AND OTHER MICROSOFT RELATED SERVICES FOR A PERIOD OF THREE (3) YEARS.	PROPOSAL NO.: CGS-2026-049F

5. Council for Geoscience 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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1. CHECKLIST

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 ARE 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 (CGS) 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		
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 BBBBEE 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 CGS'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 CGS document.		
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.		

2. BID CONDITIONS

2.1 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.

2.2 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.

2.3 The following bid conditions will govern the contract between the CGS 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 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 incomprehensive service documentation will result in rejection of the offer.		

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SELECTION	ACCEPT	NOT ACCEPT
CGS reserves the right to make a selection 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 CGS.		
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.		

3. BIDDING STRUCTURE

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

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Joint venture	
Consortium	

If Joint Venture or Consortium, indicate the following for <u>Prime Bidder</u>:	
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 <u>all</u> 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	

4. RESPONSE FORMAT

Bidders must respond using the following response format:

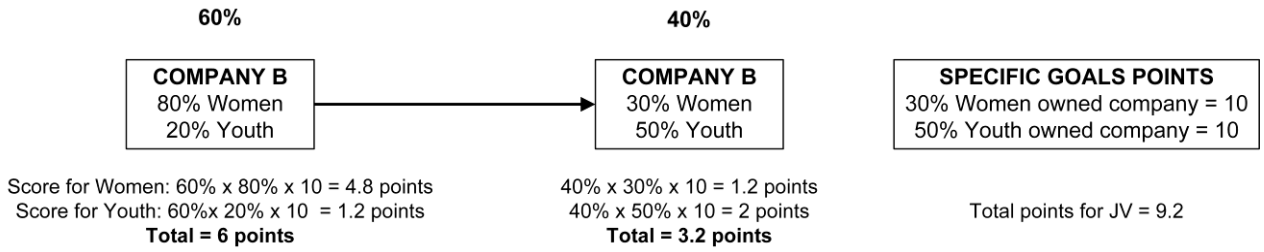
Schedule	Description
Schedule 1	Executive Summary The executive summary must cover the following: • **Paragraph 1:** The Bidder must indicate in their bid response to the CGS whether they are responding as a Prime bidder, joint venture, consortium or partnership and list the parties and explain their 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	Bidders must provide proof of Tax Compliance Status Pin from SARS. The CGS will verify your tax compliance proof in terms of practice note 9 of 2017/2018
Schedule 4	Functional response
Schedule 5	Price Breakdown (indicate cost drivers) in separate envelope or any form of packaging
Schedule 6	SDB 6.1 (Preference Points form) and certified BBBEE Certificate
Schedule 7	Central Supplier Database
Schedule 8	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.

5. REQUIREMENTS AND EVALUATION OF JOINT VENTURE OR CONSORTIUM SUBMISSIONS

a) 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
b) 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.
c) All the JV partners or unincorporated JV must submit administrative documents i.e. CSD, company registration documents etc, please refer to administrative requirements of this bid.
d) Specific goals evaluation for incorporated JV shall be applied considering a valid consolidated BBBEE certificate.
e) Specific Goals evaluation for unincorporated JV shall be applied proportionally in accordance with the JV % split.
f) 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



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SDB 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COUNCIL FOR GEOSCIENCE.					
Bid Number:	CGS-2026-049F	Closing Date:	22 January 2027	Closing Time:	11h00
Description	Appointment of a service provider for the provision of Microsoft managed support and other Microsoft-related services for a period of three (3) 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	Frans Moshoeu	Contact Person	Nokuphiwa Mbulawa
Telephone Number	012 841 1250	Telephone Number	012 841 1251
Facsimile Number	N/A	Facsimile Number	N/A
E-Mail Address	fmoshoeu@geoscience.org.za	E-Mail Address	nmbulawa@geoscience.org.za

SUPPLIER INFORMATION				
Name of Bidder				
Postal Address				
Street Address				
Telephone Number	Code		Number	
Cellphone Number				
Facsimile Number	Code		Number	

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E-Mail Address					
Vat Registration Number					
Supplier Compliance Status	Tax Compliance System Pin:		**OR**	Central Supplier Database No:	Maaa
Are you the accredited representative in South Africa for the goods /services offered?	☐Yes ☐No [If Yes enclose proof]		Are you a foreign based supplier for the goods / services offered?	☐Yes ☐No [If yes, answer the questionnaire below]	

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:	

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(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 organisation 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:

- To systematically document and compile the geology of the earth's surface and continental crust, including offshore areas within the territory of South Africa.
- 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.
- 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.
- To collect and curate all geoscience knowledge for the country into the National Geoscience Repository and make such information available to the public.
- 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.
- To manage several national geoscience facilities on behalf of the country such as the National Seismograph Network, the National Borehole-Core Repository, the Nation Geoscience Heritage Collections (Geoscience Museum) and the National Geoscience Library.
- To render commercial geoscience services and products to national and international clients.

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

Implementation of Microsoft E5 services, provision of Microsoft Premium Support, SOC (Security Operating Centre) and Microsoft Security Information and Event Management (SIEM) Solution i.e. Microsoft Sentinel. This service will ensure proactive technical support aligned with the organization's digital transformation and ICT governance objectives.

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3. SCOPE OF WORK

The implementation process will follow the following six steps:

DEPLOYMENT

1. Deployment of Defender services throughout the organization amongst others:
    a. Replacing Mimecast with Defender for office 365
    b. Maintain and optimise endpoint protection, including threat detection, investigation, response, security policies and device compliance.
    c. Optimize and review the current configurations of Defender for Identity
    d. Deployment of Defender of Cloud Apps
2. Server environment
    a. Deploy Azure Arc to 40 Servers including linux machine
        i. Minimum OS is Windows server 2019
    b. Deployment of Defender for Cloud plan 2 to all servers

3. AZURE PREPAYMENT LICENCES

Quantity=20, annually.

4. FULLY MANAGED M365 SERVICES

a. Operate the Council for Geoscience (CGS) tenant day to day - user and licence administration, configuration changes within scope.
b. Secure the environment - establishing and maintaining a strong security baseline across identity, email, collaboration, and endpoint-related policies.
c. Govern how Microsoft 365 is used - enforcing standards for sharing, access, and lifecycle across Teams, SharePoint, OneDrive, and related services.
d. Optimise the Council for Geoscience investment - ensuring CGS gets maximum value from the licences and features already owned.
e. Advise on roadmap and changes by providing reporting, service reviews, and guidance to keep up with Microsoft 365 updates.

5. DEPLOYMENT OF SENTINEL

a) SIEM licensing for 500GB data per month
b) Collecting logs from the MS Defender XDR

c) Integration with internal Council for Geoscience' s systems (SAP and non-SAP environment)

6. SOC SERVICES CONNECTED TO THE MICROSOFT DEFENDER XDR

Implementation and configuration of SOC

a. SoC Service:
- 24/7 monitoring and management
- Making 100% utilization of the Microsoft XDR services
- SLA driven for response times.

b. Threat hunting
- Making use of Threat intelligence within the Defender services
- Automation of incident response
- Cybersecurity advisory services, with focus on:
  - Continued improvement meetings and support with approved remediations.
  - Knowledge transfer

C. Reporting

- Provide weekly, monthly, and quarterly reports covering amongst others service performance, security incidents, threat detection.

REACTIVE SUPPORT

a) Reactive support for both On-Prem and Cloud services (50 Credits)
b) 24/7/365 Reactive Support Services: Incident resolution is prioritised to reduce downtime, with escalation handled directly through LSP support teams with direct escalation into Microsoft.
- High Severity (Critical Incidents) - Immediate response time with two (2) hours resolution time
- Medium Severity (Important Incidents) – 30 minutes response time with 4 hours resolution time
- Low Severity (Non-Critical Incidents) – 2 hours response time with next business day response time

Credit Deduction per Incident Type

- Credits are deducted upon resolution, based on the nature of the incident:
  - Cloud-Based Incidents: 1 Universal Support Credit
  - On-Premises Incidents: 4 Universal Support Credits

EXTERNAL VULNERABILITY SCANS

The external scan will focus on the following:

c) Website scans
d) Email security scans
e) Dark web scans
f) External IP scans
g) Access to Cybersecurity architects for additional consulting (60 hours).

Training of MS. E5 license services for 600 employees as and when needed

Copilot for 400 employees.

A) Configuration of copilot functionalities
B) Training of 400 employees as and when needed

Additional Information

a) Microsoft 365*		
Identity	Total amount of internal users in Entra ID (including user accounts, admin accounts, service accounts etc.	650
Azure AD User	600	600
Device	Number of devices (laptops/mobile phones/thin clients) onboarded to Defender (excluding servers)	1500
Apps & data	Number of Office 365 licenses enabled	580
b) On-premises		
VDI infrastructure	VMWare hosts	7
Servers	Individual physical or virtual machines, on-	100

	premises and in the cloud with an outbound connection	
Internet facing servers	Individual physical or virtual machines, on-premises and in the cloud with an outbound AND inbound connection	40
c) Cloud Resources		
App Service Instance	Number of App Service Instance across all subscriptions	31
Azure SQL Databases	Number of Azure SQL servers across all subscriptions	0
SQL Servers on machines	Number of all SQL Servers on machines on all subscriptions	0
Open-source relation databases	Number of Open-source relation databases across all subscriptions	0
Cosmos DB	Number of Azure databases across all subscriptions	0
Storage Accounts	Number of Storage Accounts across all subscriptions	0
Containers	Number of Containers across all subscriptions	0
Key Vaults	Number of Key Vaults across all subscriptions	1
d) Firewall		

3rd party Firewall	Number of (active) firewalls	10

- **Priority of implementation of services will be discussed with the successful service provider.**

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1. **Tax Legislation**

4.1.1. Bidders must be compliant when submitting a proposal to the **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).

4.1.2. 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.

4.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

4.1.4. 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.

4.1.5. 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.

4.1.6. 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.

4.1.7. Where sub-contracting is involved, the lead partner must submit a sub-contracting agreement with clear role clarification.

4.2. **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 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.

4.3. **Technical Legislation and/or Standards**

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

5. 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 the tender	07 December 2026
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.

6. CONTACT AND COMMUNICATION

6.1. A nominated official of the bidders can make enquiries in writing, to the specified person, via email fmoshoeu@geoscience.org.za **and/or 012 841 1250.** Bidders must reduce all telephonic enquiries to writing and send to the above email address.
6.2. The delegated officer of **Council for Geoscience** may communicate with Bidders where clarity is sought in the bid proposal.
6.3. 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.
6.4. All communication between the Bidders and **Council for Geoscience** must be done in writing.
6.5. 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.
6.6. 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).
6.7. 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.
6.8. 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.

7. 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.

8. 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.

9. FRONTING

9.1. 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 condemns any form of fronting.

9.2. 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 conducting 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.

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

11. SUPPLIER PRE-APPOINTMENT VETTING

Service providers may not be appointed or engaged for the provision of goods or services unless a due diligence and vetting process has been completed to the satisfaction of the **Council for Geoscience**. This process shall include, but is not limited to, verification of the supplier's legal status, financial stability, technical capability, quality assurance standards, compliance with ethical and references from previous clients.

12. SUBMISSION OF PROPOSALS

12.1. Bidders must submit two sealed envelopes/any form of packaging simultaneously, one containing the technical proposal and the other the price proposal, enclosed together in an outer single envelope/any form of packaging. (**This is two-envelope bidding procedure)**

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, functionality 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) Mandatory Evaluation Criteria
b) Administrative Evaluation Criteria (to determine whether the documentation has been completed correctly)
c) Price and Specific Goal

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:

Mandatory Evaluation Criteria (Gate 1)	Administrative Evaluation Criteria (Gate 2)	Price and Specific Goal Evaluation (Gate 3)
Only bidders who complied with all the mandatory requirements, will proceed to Gate 2.	Only bidders that complied with all the administrative requirements will be evaluated further	Price and Specific Goals.

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

15.1 MANDATORY EVALUATION CRITERIA

Bidders must submit all the requirements mentioned below, and failure to comply will lead to disqualification:

- A valid and signed letter from **Microsoft** confirming that the bidder is accredited to provide services as per the scope of work.
- Three verifiable reference letters where **implementation of Microsoft E5 services**, **provision of Microsoft Premium Support**, **SOC (Security Operating Centre), Microsoft Security Information and Event Management (SIEM) Solution i.e. Microsoft Sentinel** were successfully completed.

    - ❖ In cases where different services were provided to different clients, the letters will count as one. For example: If the i**mplementation of Microsoft E5 services** was rendered to Client A and **provision of Microsoft Premium Support**, **SOC (Security Operating Centre), Microsoft Security Information and Event Management (SIEM) Solution i.e. Microsoft Sentinel** was rendered to Client B. Those two letters will count as one.

In the event of an unincorporated Joint Venture, the above mentioned requirements can be submitted by either of the Partners.

15.2 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. This is with the exception of SBD 6.1 that must be completed correctly with the original bid submission, and no submission or incomplete submission will result in no scoring of points for specific goals.

Bidders who are not tax compliant will be afforded seven working days to correct none-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.

15.3 PRICE AND SPECIFIC GOALS

80/20 preference point system will be applicable in this tender.

Stage 1 – Price Evaluation (80 Points)

Criteria	Points
Price Evaluation ***Ps = 80*** $\left(1-\frac{Pt-P\min}{P\min}\right)$	**20**

The following formula will be used to calculate the points for price, where:

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

Stage 2 – Specific Goals Evaluation (20) Points)

a. Specific Goals Points allocation

Specific Goals	Number of Points
1. 51% or more black Ownership. (Submit a valid certified Accredited SANAS or DTI B-BBEE certificate or sworn affidavit as supporting document)	10
2. 30% or more black Women Ownership. (Submit a valid certified Accredited SANAS or DTI B-BBEE certificate or sworn affidavit as supporting document)	10

Specific goals points will only be allocated to bidders on submission of the following:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1)
- Submit a valid Certified accredited SANAS BBBEE certificate, DTI Certificate or Sworn Affidavit.

b. Joint Ventures, Consortiums and Trusts

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **Council for Geoscience** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly

identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

Stage 3 (80/20 = 100 points)

The Price and Specific Goals points will be consolidated.

15. 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.

16. 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.

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 has –

- 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

17. 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.

18. SERVICE LEVEL AGREEMENT

18.1. 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.

18.2. **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.

18.3. Bidders are requested to:

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.

18.4. **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 Geoscienc**e or pose a risk to the organisation.

19. SPECIAL CONDITIONS OF THIS BID

Council for Geoscience reserves the right:

19.1. 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)

19.2. To negotiate with the bidder identified in the evaluation process, regarding any terms and conditions, including price.

19.3. To accept part of a tender rather than the whole tender.

19.4. 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.

19.5. To correct any mistakes ten days before bid closure that may have been in the Bid documents.

19.6. 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 bidder have been notified of their status as such.

19.7. Award to multiple bidders if deem necessary.

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

19.8. 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.

20. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

20.1. **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 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.

21. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

21.1. 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.

21.2. 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.

22. 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.

23. 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.

24. LIMITATION OF LIABILITY

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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid RFP **CGS-2026-049F**.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.

REQUEST FOR PROPOSAL: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF MICROSOFT MANAGED SUPPORT AND OTHER MICROSOFT RELATED SERVICES FOR A PERIOD OF THREE (3) YEARS.	PROPOSAL NO.: CGS-2026-049F

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 interest[1] 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

[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.

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 consortium[2] will not be construed as collusive bidding.

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

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

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature	Date

[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.

REQUEST FOR PROPOSAL: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF MICROSOFT MANAGED SUPPORT AND OTHER MICROSOFT RELATED SERVICES FOR A PERIOD OF THREE (3) YEARS.	PROPOSAL NO.: CGS-2026-049F

Position

Name of bidder

REQUEST FOR PROPOSAL: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF MICROSOFT MANAGED SUPPORT AND OTHER MICROSOFT RELATED SERVICES FOR A PERIOD OF THREE (3) YEARS.	PROPOSAL NO.: CGS-2026-049F

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

1.1 The following preference point system is applicable to invitations to tender:

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

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

a) 80/20 preference point system will be applicable in this tender. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price**" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. 80/20 preference point system applies.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% or more black Ownership. (Submit a valid certified Accredited SANAS or DTI B-BBEE certificate or sworn-affidavit as supporting document)	10	
30% or more black Women Ownership. (Submit a valid certified Accredited SANAS or DTI B-BBEE certificate or sworn-affidavit as supporting document)	10	

Specific goals points will only be allocated to bidders on submission of the following:

- **A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1)**
- **Submit a valid Certified accredited SANAS BBBEE certificate, DTI Certificate or Sworn Affidavit.**

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……..

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- □ Partnership/Joint Venture / Consortium
- □ One-person business/sole propriety
- □ Close corporation
- □ Public Company
- □ Personal Liability Company
- □ (Pty) Limited
- □ Non-Profit Company
- □ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a

fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

Signature(s) of Tenderer(s)

Surname and Name:

Date:

Address:

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.

REQUEST FOR PROPOSAL: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF MICROSOFT MANAGED SUPPORT AND OTHER MICROSOFT RELATED SERVICES FOR A PERIOD OF THREE (3) YEARS.	PROPOSAL NO.: CGS-2026-049F

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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.

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.

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.

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

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

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.

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

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:

a. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

b. furnishing of tools required for assembly and/or maintenance of the supplied goods;

c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

d. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. SPARE PARTS

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

a. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

b. in the event of termination of production of the spare parts:

i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

ii. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design

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

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5. 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.

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 SUPPLIERS 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, it's 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.

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

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

25. FORCE MAJEURE

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the

extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5. Notwithstanding any reference to mediation and/or court proceedings herein,

a. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

b. the purchaser shall pay the supplier any monies due the supplier.

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.

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.