



enquiries: SCM

Email : tenders@mhsc.org.za

MHSC

Mine Health and Safety Council

Established in terms of Section 41(1) of the Mine Health and Safety Act, 1996 (Act 29 of 1996)

Western Woods Office Park, 145 Western Service Road, B7 Maple Place, Woodmead

REQUEST FOR BID (RFB)

APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE RESEARCH PROJECT CoE 240501 "INVESTIGATION OF ADDITIONAL CONTROL MEASURES TO BE DEPLOYED TO PREVENT UNDERGROUND TRACKLESS MOBILE MACHINERY (TMM) FIRES IN THE SAMI.

Bid Number	MHSC016/2026-2027
Advert Date	24 June 2026
Issuer	Mine Health and Safety Council
Closing date and time	Date: 20 July 2026 Time: 11:00am

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open on working days per week at the below delivery address.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, PREFERENTIAL PROCUREMENT REGULATIONS 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

SBD 1



MHSC

Mine Health and Safety Council

STANDARD BIDDING DOCUMENTS

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MINE HEALTH SAFETY COUNCIL					
BID NUMBER:	MHSC016/2026-2027	CLOSING DATE:	20 JULY 2026	CLOSING TIME:	11:00AM
DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE RESEARCH PROJECT CoE 240501 "INVESTIGATION OF ADDITIONAL CONTROL MEASURES TO BE DEPLOYED TO PREVENT UNDERGROUND TRACKLESS MOBILE MACHINERY (TMM) FIRES IN THE SAMI.				
BID RESPONSE DOCUMENTS MUST BE SUBMITTED TO THE DESIGNATED TENDER BOX OR EMAIL ADDRESS BELOW					
145 Western service road, Western Woods office park, Woodmead					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM		CONTACT PERSON	SCM	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tenders@mhsc.org.za		E-MAIL ADDRESS	tenders@mhsc.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					

VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
<i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</i>			<input type="checkbox"/> Yes <input type="checkbox"/> 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.

**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, WHERE APPLICABLE TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
.....

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

DATE:

Non-Compulsory Briefing Session	Date: 06 July 2026 Time: 12H00 Venue: https://teams.microsoft.com/meet/364288523612737?p=7eGNRu0YIbl4izscSW	
Bid Validity	Validity Period from Date of Closure:	120 Days
The tender proposal must remain valid for at least 120 days after the tender due date. All contributions / prices indicated in the proposal and other recurrent costs must remain valid for the period of one hundred and twenty (120) days after closing date.		

CORRESPONDENCES - Queries

Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing, to the contact person(s) listed above in SBD 1 or below. Under no circumstances may any other employee within MHSC be approached for any information. MHSC reserves the right to place responses to such queries on the website.

Any queries regarding the bidding procedure may be directed to:

Department: Supply Chain Management

Tel: 011 656 1797

E-mail address: tenders@mhsc.org.za

Due date for queries: 15 July 2026

STANDARD TERMS AND CONDITIONS OF RFB

- A submission submitted in response to this RFB will constitute a binding offer which will remain binding and irrevocable for a period of **one hundred and twenty (120) days** from the date of submission to the MHSC. Bidders may not modify their initial pricing offer whilst the RFB validity period is still in force. **(RFB Validity Period: 120 days from date of closure)**
- No service will be rendered, or goods delivered before an official MHSC Purchase Order has been issued to the awarded bidder.
- It is the responsibility of the bidder to ensure that its response reaches MHSC on or before the closing date and time of the RFB.
- Bidders may not make any alterations or additions to the content of this bid document, except to comply with the instructions issued by the MHSC.
- There shall be no discussions with any enterprise until evaluation of the proposal has been complete.
- RFB's received after closing time and date will be classified as **LATE** and will not be considered.
- With regards to pricing, where a bidder submits both a quote and SBD 3, should the total bid prices differ, the one indicated on the SBD 3 pricing schedule shall be considered the correct price. Where calculation or arithmetic errors are identified, bidders will not be allowed to make corrections or alter their pricing.
- MHSC reserves the right to cancel this RFB due to the following reasons:
 - a) Due to changed circumstances, there is no longer a need for the services specified in this RFB.
 - b) Funds are no longer available to cover the total envisaged expenditure for the project.
 - c) No RFB meets the required specifications.
 - d) There is a material irregularity in the RFB process.
 - e) Bidder fails to deliver in accordance with the requirements of the RFB. The MHSC reserves the right to terminate the contract/PO during the first week after work has commenced should the appointed service provider have misrepresented themselves and/or their product and will not be able to fulfil the requirements as contained in the contract.

CONDITIONS AND UNDERTAKINGS BY BIDDER

The Bid forms should not be redrafted, but photocopies may be prepared and used. However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question. Black ink should be used when completing Bid documents.

Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. MHSC will accept NO liability regarding anything arising from the fact that pages are missing or duplicated.

I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to MHSC on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.

I/We agree that –

- ✓ the offer herein shall remain binding upon me/us and open for acceptance by MHSC during the validity period indicated and calculated from the closing hour and date of the Bid.
- ✓ the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and

NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.

- ✓ I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

- ✓ I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

Signature of Bidder:

Name of Signatory:

Capacity of Signatory:

Date:

Are you duly authorized to sign this bid (Yes / No)?

Name of Bidder [company name] (in block letters):

.....

Postal address (in block letters):

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

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters):

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

Telephone Number: -

Fax Number: -

Cell Number:

Email Address:

CONDITIONS AND INSTRUCTION TO THE BIDDER

- a) The Bid forms should not be retyped or redrafted, but photocopies may be prepared and used.
- b) Only documents completed in black ink will be accepted. (Black ink should be used when completing Bid documents).
- c) Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. MHSC will accept NO liability regarding anything arising from the fact that pages are missing or duplicated.
- d) Counter Conditions: MHSC draws bidders' attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.
- e) Response preparation costs: MHSC is NOT liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.
- f) Cancellation prior to awarding: MHSC reserves the right to withdraw and cancel the Bid Invitation prior to making an award. The cancellation grounds include insufficient funds, where the award price is outside of the objective determined fair market-related price

range or any process impropriety and reasons provided under the standard terms and conditions of RFB stipulated above.

- g) Collusion, Fraud and corruption: Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.
- h) Fronting: MHSC, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should MHSC establish any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting" during such inquiry/investigation, the onus is on the bidder to prove that fronting does not exist? Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies MHSC may have against the bidder concerned.

NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.

INTENTION TO SELL

Is the bidder in the process of selling the bidding company?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Does the bidder have any intension of selling the bidding company within the next 12 months?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Does the bidder have any intension of selling the bidding company within the next 12 months to 60 months?	<input type="checkbox"/> YES <input type="checkbox"/> NO

MHSC reserves the right not to award to any bidder who answers any of the questions above "yes" should the bidder be the overall highest points scorer. However, the decision not to award will be on a case-by-case basis

DISCLAIMERS

MHSC has produced this document in good faith. MHSC, its agents, and its employees and associates do not warrant its accuracy or completeness. To the extent that MHSC is permitted by law, MHSC will not be liable for any claim whatsoever and how so ever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this document due to any misinterpretation of this document. MHSC makes no representation, warranty, assurance, guarantee or

endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and MHSC shall have no liability towards the responding service providers or any other party in connection therewith.

NB: Important Notice: *Bidders are to be aware of scammers who pose as MHSC employees selling bid documents or offering monetary gratuity in exchange for information or awarding of bids.*

MHSC is in no way selling the bid documents, all documents shall be found on the MHSC website and eTender Portal and awarded bids are notified through the website under “bids awarded” and MHSC shall never ask any bidder for monetary gratuity in exchange for information or manipulating outcome of bids adjudication.

BID DOCUMENTS

Number of ORIGINAL bid documents for contract signing, (Financial proposal must be in a separate envelope).	THREE
Number of ORIGINAL bid documents in electronic format (USB)	ONE
<p>Bid documents must contain both technical proposal and pricing proposal (SBD 3)</p> <p>A digital version on USB/Memory stick containing the bid document and all other supporting documents (fully submitted bid proposal with its attachments) must be provided of all tender documentation within the bid envelope. These serve as the original sets of bid documents and form part of the contract</p>	

BID CLOSING

- There shall be no public opening by the MHSC of the bids received.
- Any subsequent discussions shall be at the discretion of MHSC. Unless specifically provided for in the proposal document, bids submitted by means of telegram, telex, facsimile or similar means shall not be considered by MHSC.
- All bids shall close on the specified date and time as stipulated in the bid document.
- Bids received after closing time and date will be classified as LATE and will not be considered.
- Bids submitted in any other manner other than the specified address shall not be accepted.

RETURNABLE DOCUMENTS - COMPLIANCE AND GOVERNANCE VERIFICATION
DOCUMENTS (Standard Bidding Documents)

Returnable documents are categorized as follows:

Submission of fully completed Invitation to Bid (SBD 1)	Comply	Do Not comply
Substantiation: The bidder must submit the fully completed and signed SBD1 (Invitation to Bid)		
Fully completed and signed Bidders' Disclosure form (SBD 4)	Comply	Do Not comply
Substantiation: The bidder must submit the fully completed and signed Bidders Disclosure (SBD 4)		

Fully completed SBD 6.1 (Preference Claim Form),	Comply	Do Not comply
Substantiation: The bidder must submit the fully completed preference claim form; points must be correctly claimed and the points for the specific goals must be supported by a valid B-BBEE certificate or a certified sworn affidavit. Bidders should ensure the points are correctly claimed for the specific goals and information is captured correctly and information is true. False information may result in the bid being disqualified.		
Bidder must complete the detailed pricing Schedule (SBD 3)	Comply	Do Not comply
Substantiation: The bidder must submit and attach to the bid response fully completed pricing Schedule (SBD 3)		

The recommended bidder, where applicable, will be requested to sign and complete the SBD 7 contract form upon award.

Submission of fully completed Contract Form (where applicable)	Comply	Do Not comply
Substantiation: The bidder must submit and attach the fully completed and signed and initialled SBD 7 (Contract form)		

MANDATORY COMPLIANCE VERIFICATION

The following are the two mandatory compliance verification checks that bidders must adhere to.

- **CENTRAL SUPPLIER DATABASE STATUS VERIFICATION**

Bidders are required to be registered on the Central Supplier Database (CSD) of National Treasury prior to submitting their bid. Only suppliers who are registered with the Central Supplier Database (**CSD**) will be considered for this bid. Bidders who are not registered on CSD, will be disqualified.

- **TAX COMPLIANCE STATUS VERIFICATION**

Bidders are required to submit their tax compliance status with their bid in the form of a Tax Verification PIN from SARS or CSD supplier number which must be captured in the SBD 1. MHSC only conducts business with bidders whose tax matters are in order. Failure to comply in terms of tax obligations will render your bid non-responsive and disqualified. It is the responsibility of the bidder to ensure they are tax compliant at time of submitting their response.

PROTECTION OF PERSONAL INFORMATION ACT, 4 of 2013 (POPIA)

MHSC adheres to the Protection of Personal Information Act, 4 of 2013 (POPIA) requirements regarding personal information which came into effect 1 July 2021. As MHSC, we are committed to protecting your privacy and ensuring that personal information collected is used properly, lawfully, and transparently.

OCCUPATIONAL HEALTH AND SAFETY

The service provider acknowledges that he is fully aware of the provisions of the Mine Health and Safety Act 29 of 1996. MHSC promotes a culture of occupational health and safety in the mining industry. The service provider acknowledges that he is fully aware of the provisions of the OHS Act 85 of 1993 and that he is an employer in his own right with duties and responsibilities as prescribed in the Act.

REQUIRED EXPERIENCE

The service provider must have at least **5** years of experience in conducting applied research and the project team must have members with expertise in the following areas:

- Minimum of **8** years' experience in Mechanical or electrical or TMM Engineering with expertise on TMM design, systems, and maintenance practices.
- A minimum of **10** years' experience in occupational hygiene or environmental engineering, or ventilation engineering or safety, with demonstrable experience in fire prevention, fire risk management, and implementation of fire mitigation strategies within the mining sector.

NB: Bidders should note that the above is not an evaluation criterion, however bidders should take note of the requirements to be able to render the services. The evaluation criteria is stipulated in the next section below.

REFERENCES

Augustine, P. C., Moniri-Morad, A., Shahsavari, M., & Sattarvand, J. (2024). Investigating the effect of human factors on the underground mine evacuation process using agent-based simulation. *Applied Sciences*, 14(24), 11773. <https://doi.org/10.3390/app142411773>

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THE BIDDING SELECTION PROCESS

The evaluation process will be conducted in various stages. To move to the next stage of evaluation, the previous stage of evaluation must have been fully complied with.

STAGE 1: TECHNICAL/FUNCTIONALITY EVALUATION

For the proposal to be considered for the next level of evaluation, bidders must score minimum of **70%** overall in the below technical/functional evaluation criteria in order to progress to the next evaluation phase.

The tender will be evaluated in accordance with PPPFA in line with the following functional criteria on 80/20 principle.

NO	CRITERIA	WEIGHTING
1	<p>CRITERIA 1: COMPANY EXPERIENCE</p> <p>EXPERIENCE OF THE SERVICE PROVIDER / COLLABORATOR IN APPLIED RESEARCH OR CONSULTING (COMPANY PROFILE STATING NUMBER OF YEARS IN APPLIED RESEARCH OR CONSULTING MUST BE ATTACHED):</p> <ul style="list-style-type: none"> • Greater than 5 years' experience in applied research / consulting = 5 points • 5 years' experience in applied research / consulting = 3 points • Less than 5 years' experience or no company profile attached or number of years not included = 0 points 	5
2	<p>CRITERIA 2: REFERENCE LETTERS</p> <p>SIGNED AND VERIFIABLE REFERENCE LETTERS ON VALID LETTER HEADS WITH CONTACTABLE DETAILS FROM ORGANISATIONS WHERE PREVIOUS RELATED RESEARCH WORK WAS CONDUCTED BY THE SERVICE PROVIDER (ATTACH VERIFIABLE REFERENCE LETTERS):</p> <ul style="list-style-type: none"> • 5 or more reference letters that meet all criteria as stipulated above = 5 points • 4 reference letters that meet all criteria as stipulated above = 4 points • 3 reference letters that meet all criteria as stipulated above = 3 points • Less than 3 reference letters that meet all criteria as stipulated above = 0 points or no reference letter = 0 points <p><i>Note: Letters that do not meet all the criteria as stipulated above will not be considered, and will qualify for 0 points</i></p>	5
3	<p>CRITERIA 3: TEAM MEMBER EXPERIENCE IN MECHANICAL OR ELECTRICAL OR TMM ENGINEERING</p> <p>EXPERIENCE OF AT LEAST ONE TEAM MEMBER WITH AN MINIMUM OF 8 YEARS EXPERIENCE IN MECHANICAL OR ELECTRICAL OR TMM ENGINEERING WITH EXPERTISE ON TMM DESIGN, SYSTEMS, AND MAINTENANCE PRACTICES (CV STATING NUMBER OF YEARS EXPERIENCE MUST BE ATTACHED):</p> <ul style="list-style-type: none"> • More than 8 years' experience = 5 points • 8 years' experience = 3 points • Less than 8 years' experience or no CV attached = 0 points 	15
4	<p>CRITERIA 4: QUALIFICATIONS OF THE MECHANICAL OR ELECTRICAL OR TMM ENGINEER</p>	15

NO	CRITERIA	WEIGHTING
	<p>QUALIFICATIONS OF THE MECHANICAL OR ELECTRICAL OR TMM ENGINEER (ATTACH COPIES OF THE QUALIFICATIONS):</p> <ul style="list-style-type: none"> • Master’s Degree or above= 5 points • Honours degree = 3 points • Less than Honours degree or no qualification = 0 points 	
5	<p>CRITERIA 5: TEAM MEMBER EXPERIENCE IN OCCUPATIONAL HYGIENE OR ENVIRONMENTAL ENGINEERING OR VENTILATION ENGINEERING OR SAFETY</p> <p>EXPERIENCE OF AT LEAST ONE TEAM MEMBER WITH A MINIMUM OF 10 YEARS EXPERIENCE IN OCCUPATIONAL HYGIENE OR ENVIRONMENTAL ENGINEERING OR VENTILATION ENGINEERING OR SAFETY, WITH DEMONSTRABLE EXPERIENCE IN FIRE PREVENTION, FIRE RISK MANAGEMENT, AND IMPLEMENTATION OF FIRE MITIGATION STRATEGIES WITHIN THE MINING SECTOR. (CV STATING NUMBER OF YEARS OF EXPERIENCE MUST BE ATTACHED):</p> <ul style="list-style-type: none"> • More than 10 years’ experience = 5 points • 10 years’ experience = 3 points • Less than 10 years’ experience or no CV attached = 0 points 	10
6	<p>CRITERIA 6: QUALIFICATIONS OF THE TEAM MEMBER WITH EXPERIENCE IN OCCUPATIONAL HYGIENE OR ENVIRONMENTAL ENGINEERING OR VENTILATION ENGINEERING OR SAFETY</p> <p>QUALIFICATIONS OF THE TEAM MEMBER WITH EXPERIENCE IN OCCUPATIONAL HYGIENE OR ENVIRONMENTAL ENGINEERING OR VENTILATION ENGINEERING OR SAFETY (ATTACH COPIES OF THE QUALIFICATIONS):</p> <ul style="list-style-type: none"> • Master’s Degree or above = 5 points • Honours degree = 3 points • Less than Honours degree or no qualification = 0 points 	10
8	<p>CRITERIA 9: QUALITY OF THE PROJECT PROPOSAL (METHODOLOGY, PROJECT SCOPE AND PROJECT SCHEDULE)</p> <p>THE PROJECT PROPOSAL MUST ADDRESS THE FOLLOWING FOUR REQUIREMENTS:</p> <ol style="list-style-type: none"> 1. Clearly defined methodology (design/approach to be taken, participants, datasets, study sites, instruments, procedures, etc). 2. The proposed methodology must be feasible (number of participants or accessibility of participants, accessibility of study sites, access to datasets, data collection access, sample sizes, etc.). 3. The proposal must sufficiently address all items of the project scope provided in the project terms of reference. 	40

NO	CRITERIA	WEIGHTING
	<p>4. The proposal must have a project schedule comprising all expected project outcomes, clear timelines, and costing.</p> <p>(ATTACH PROJECT PROPOSAL AS PER THE PROVIDED PROPOSAL TEMPLATE)</p> <ul style="list-style-type: none"> The proposal sufficiently addresses all the four requirements = 5 points The proposal does not address all the four requirements = 0 points <p>Note: Proposals that reproduce the scope of work text verbatim, without interpreting or translating it into a clear methodological approach, will not be considered to have provided a valid methodology and will be scored = 0 points.</p>	
TOTAL		100

STAGE 2: PRICE AND SPECIFIC GOALS EVALUATION

- Bid price proposals are compared on an equal and fair basis, considering all aspects of the bid pricing requirements. Qualifying bids are ranked on price and specific goals points claimed in the following manner:
 - Price** - with the lowest priced bid receiving the highest price score as set out in the Preferential Procurement Regulations 2022.
 - Preference** - preference points are allocated in accordance with the Preferential Procurement Policy Framework Act (Act 5 of 2000) and its Regulations 2022 as claimed in the specific goals claim form (SBD 6.1) are added to the price ranking scores. The points for specific goals must be supported by a valid B-BBEE certificate or certified sworn affidavit.

A maximum of 80 points will be allocated for price on the following basis:	
80/20	
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	
Where;	
P _s	= Points scored for price of tender under consideration
P _t	= Price of tender under consideration
P _{min}	= Price of lowest acceptable tender

A maximum of 20 points will be allocated for specific goals on the following basis:

- The tenderer must indicate how they claim points for each preference point system in line with the specific goals of the RFQ as outlined in SBD 6.1.

SBD 3: THE PRICING

PRICING INSTRUCTIONS	
1.	Applicable currency: All prices shall be quoted in South African Rand (R).
2.	Completion of pricing schedule: Bidders shall complete the pricing schedule in full, inserting all the information required therein.
3.	Price Quotation Basis: total prices quoted must be inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods. Where imported goods/services are to be used, and pricing is subject to exchange rate fluctuations, the exchange currency against the Rand must be stipulated, as well as the exchange rate at the time of bidding. The portion of the bid price subject to exchange rate fluctuations must be stated.
4.	Submission of pricing: bidders must submit their pricing proposals with the technical proposal. The pricing folder must be clearly labelled as such.
BID PRICE SCHEDULE (SBD 3.3 Professional Services)	

The following Schedule of Prices must be completed by the Tenderer. The total price must include everything necessary to complete the terms of the Specifications or scope of work.

ACTIVITIES AS PER EXPECTED PROJECT OUTCOME	ESTIMATED PRICE
Project initiation	R
Report on the outcomes of the literature review as outlined in 1.1, benchmarking international and local practices.	R
Data-driven analytical report on SAMRASS 1 forms 1.2, including trend visualizations and root-cause summaries.	R
Report on the selected case studies of underground TMM as outlined in 1.3, identifying systemic and technical gaps.	R
Analytical report of the conducted surveys and consultation findings as outlined in 1.4.	R

Report on the recent advancements in fire suppression technology as outlined in 1.5.	R
Report on the developed draft best practice guidance document as outlined in 1.6.	R
Report on the conducted workshop summarizing validated findings and consensus outcomes.	R
Draft final report.	R
Final report.	R
TOTAL EXC VAT	R
VAT (15%)	R
TOTAL INC VAT	R

TOTAL BID PRICE (VAT Inclusive): R

Prices quoted are fully inclusive of all costs including applicable taxes and disbursements and other overheads. ((Please note that all prices quoted should be **inclusive** of Value Added Tax (VAT) for the duration of the contract. Where applicable the price should include Supply, Delivery, Maintenance, and any other costs relating to this bid.

Price changes whether because of CPI, PPI, industry extensions or expansions will be allowed in terms of the signed contract by both parties.)

TERMS OF REFERENCE OR DETAILED SCOPE OF WORK

INTRODUCTION TO MHSC

The Mine Health and Safety Council (MHSC) is a national public entity (schedule 3A), established in terms of the Mine Health and Safety Act, No 29 of 1996, as amended. The MHSC is mandated to advise the Minister of Mineral Resources on Occupational Health and Safety (OHS) issues in the mining industry relating to the development and implementation of the MHSC annual OHS research programme, reviewing and development of mining OHS legislation and dissemination (knowledge and technology transfer) of MHSC research.

Underground Trackless Mobile Machinery (TMM) fires continue to pose significant safety risks in mining operations. These incidents can lead to injuries, heat-related disorders, trips and falls due to reduced visibility, and occupational diseases. The confined nature of underground environments increases the potential for such incidents to escalate into catastrophic events with multiple fatalities. Moreover, TMMs' ability to move between intake and return airways complicates risk control efforts (DMPR, 2017; Rickard, 2017).

International standards from the National Fire Protection Association (NFPA) including NFPA 120 (Fire Prevention and Control in Metal/Nonmetal Mining Facilities), NFPA 17/17A (Dry and Wet Chemical Extinguishing Systems), NFPA 750 (Water Mist Systems), and NFPA 70 (National Electrical Code) offer complementary frameworks for fire detection, prevention, and suppression in mining environments. Integration of these standards with local MSHA requirements can enhance compliance and safety outcomes.

The MSHA requires that mine employers take reasonably practicable measures to ensure health and safety (Section 5), conduct formal risk assessments (Section 11), and establish Codes of Practice (Section 9) consistent with the Guideline for the Prevention of Fires at Mines (DMRE, 2017). In conjunction, the National Fire Protection Association (NFPA) Standards 120, 17/17A, 750, and 70 provide international benchmarks for design, detection, and suppression systems for underground equipment. Integrating these standards strengthens compliance and aligns South African practice with global best practice (NFPA, 2023).

Several international studies confirm that mobile equipment fires remain one of the top five causes of underground mine emergencies globally. A comprehensive bibliometric review by Shi, Liu, and He (2023) identifies four emerging research clusters in mine-fire science: (1) fire-occurrence mechanisms; (2) fire-detection technology; (3) evacuation modelling; and (4) fire-prevention engineering. These themes reveal that fire-prevention innovation particularly in mobile plant has not matched the pace of mechanisation. Similarly, Hu et al. (2022) argue that

underground fire risk increases with the complexity of TMM hydraulic and electrical systems, calling for predictive maintenance strategies and data-driven fire monitoring.

Empirical evidence further supports these findings. Rickard (2017) conducted a large-scale investigation of 410 underground mining-vehicle fires in Sweden, reporting that hydraulic-oil spray and diesel-fuel leaks were the most common causes of full-vehicle fires. These incidents often escalated rapidly when fire-suppression systems failed to activate or when operators were unable to intervene. This aligns with data from EMESRT (2023), which shows an average of 492 mobile-equipment fire incidents per year between 2019 and 2023, indicating a stagnant global trend. Similarly, Zvarivadza and Daniels (2021) found that most reported mine-fire incidents in Sub-Saharan Africa involve diesel-powered TMMs operating in poorly ventilated sections, highlighting maintenance gaps and suboptimal suppression coverage

Recent peer-reviewed studies reinforce the human-systems dimension of underground mobile-equipment fire risk. For example, Stemn et al. (2022) identify key human-factors in mobile mining equipment operations such as operator fatigue, maintenance deficiencies, and inadequate alarm feedback as priority safety issues. Complementing this, Augustine et al. (2024) used agent-based simulations to demonstrate how behavioural and decision-making dynamics impact underground emergency outcomes, suggesting that human-system behaviour can critically influence fire escalation. In response to these operational vulnerabilities, the field is increasingly favouring “smart suppression” and detection systems: Yoon et al. (2024) present an IoT-enabled micro-capsule-based fire-suppression device that activates within seconds of ignition, while Bahrami et al. (2024) provide empirical data from mobile mining equipment showing differing suppression-agent performance in oil/engine/hydraulic fires.

Rehman et al. (2021) further highlight multi-sensor, AI-driven alarm and suppression integration, a design approach that aligns with National Fire Protection Association (NFPA) 750’s recommendation for hybrid aerosol and water-mist systems in confined environments. Together, these advances in engineering and detection systems embody the continuous-improvement ethos embedded in the Mine Health and Safety Act (Section 5 & 11) and support alignment with ISO 45001’s risk-based management cycle in the SAMI context.

To mitigate these risks, underground TMMs are equipped with onboard fire suppression systems. However, during fire incidents, these systems are often not activated neither manually nor automatically, depending on the system type or fail to extinguish the fire at its source. Underground TMMs have multiple fuel sources (fuels, lubricants, tyres, hydraulic

piping) and ignition sources (frictional, electrical, and heat), which are controlled through preventive maintenance, combining appropriate maintenance tactics with the quality of execution (DMPR, 2014; Rickard, 2017).

The guideline for the compilation of a mandatory Code of Practice for the Prevention of Fires at Mines provides clear guidance in Annexure 2 on control measures for general design, engine systems, electrical systems, and fuel and hydraulic systems of underground TMMs. Despite these measures, fire incidents remain frequent (DMPR, 2017).

International data from the Earth Moving Equipment Safety Round Table (EMESRT) shows that mobile machinery experiences a high number of fire incidents each year, averaging 492 annual incidents from 2019 to 2023, with no improvement in the overall trend (EMESRT, 2023). Data also indicate that both surface and underground mobile equipment are affected, though underground TMMs present unique challenges. It is important to note, however, that these statistics may be understated due to unclear classification of fire incidents—smoldering events or minor fires may not be reported as incidents (EMESRT, 2025). Similarly, statistics from the DMPR do not always accurately capture the specific causes of fires (DMPR, 2023).

The Deloitte report emphasizes that effective fire risk management begins with identifying all fuel and ignition sources on the machine, then developing proactive fire prevention controls. It is critical to document equipment specifications, ensure they cover fire prevention, and keep them up-to-date (Deloitte, 2021). In line with this, WorkSafe Victoria (2024) highlights the importance of structured fire prevention practices, regular inspections, and proactive hazard identification to reduce mobile plant fire incidents.

Despite existing legislative and technical interventions, fire-incident data from the (DMPR, 2023) show persistent TMM-related fire occurrences in the SAMI, suggesting that current preventive measures while necessary are insufficiently proactive or systematised. This underscores the need for research that not only consolidates international best practices but also contextualises them for South Africa's unique mining conditions, integrating MHSA mandates, NFPA design principles, and operator-centred preventive maintenance systems.

Therefore, this research aims to investigate and recommend additional engineering, procedural, and technological control measures to strengthen the prevention of underground TMM fires, guided by the combined regulatory frameworks of MHSA and global standards like NFPA. The output will contribute to the development of a best practice guidance document for

Underground TMM Fire Prevention, enabling improved compliance, resilience, and safety performance across the SAMI.

1. SCOPE OF WORK/CONTEXT OF PROCUREMENT

The service provider will be required to undertake the following as part of the scope of work:

- 1.1. Conduct a systematic review of local and international literature on underground TMM fires to identify commonly applied engineering controls and fire prevention practices within the mining industry, Fire risk management approaches (including human factors and predictive maintenance) and lessons from international jurisdiction like Australia, Canada, etc.
- 1.2. Examine SAMRASS 1 forms submitted to the DMPR over the past 10 years in accordance with MSHA Regulation Chapter 23.4(f) to;
 - Identify trends and classify incidents by ignition source, failure mechanism, and suppression system type;
 - determine key risk contributors (mechanical, electrical, hydraulic, and human factors);
 - evaluate underreporting or misclassification of TMM fire events; and
 - develop a risk-profiling dashboard for visualising fire frequency and severity trends across commodities and the different mining methods.
- 1.3. Assess selected case studies of underground TMM fires to determine root causes, extract lessons learned and identify effective mitigation strategies.
- 1.4. Conduct surveys with mining houses to collect information on existing underground TMM fire prevention controls and consult with OEMs to review current measures and identify opportunities for improvement.
- 1.5. Investigate recent advancements in fire suppression technologies and determine best practices suitable for underground TMMs.
- 1.6. Develop draft best practice guidance document with recommendations for enhanced engineering controls, preventive maintenance, and fire management strategies specific to underground TMMs.
- 1.7. Conduct a stakeholder hybrid workshop in Gauteng hosted by the service provider to solicit further inputs and present the draft best practice guidance document.

2. EXPECTED RESEACH OUTCOMES

The expected outcomes of the research are as follows:

- 2.1. Report on the outcomes of the literature review as outlined in 1.1, benchmarking international and local practices.
- 2.2. Data-driven analytical report on SAMRASS 1 forms 1.2, including trend visualisations and root-cause summaries.
- 2.3. Report on the selected case studies of underground TMM as outlined in 1.3, identifying systemic and technical gaps.
- 2.4. Analytical report of the conducted surveys and consultation findings as outlined in 1.4.
- 2.5. Report on the recent advancements in fire suppression technology as outlined in 1.5.
- 2.6. Report on the developed draft best practice guidance document as outlined in 1.6.
- 2.7. Report on the conducted workshop summarising validated findings and consensus outcomes.
- 2.8. Draft final report.
- 2.9. Final report.

CONTRACT PERIOD

The estimated duration of the project is **18** months. The **15** months will be allocated towards research work and **3** months on MHSC administrative duties.

ADDITIONAL INFORMATION PERTAINING TO THE RFB

PRICE NEGOTIATIONS

The award of this bid may be subject to price negotiations with the preferred bidder or bidders, where there are opportunities where bid prices are not market related.

FINANCIAL PAYMENT

Payment will be made in accordance with section 76(4)(b) of the PFMA and Treasury Regulations 8.2.3 (within 30 days from receipt of invoice after completion of deliverables).

DUE DILIGENCE

Where circumstances justify it, MHSC reserves the right to conduct due diligence (interviews, samples, presentations, site visits, reference checks) with shortlisted bidders who meet the minimum qualifying score on the functionality phase evaluation criteria, whereby bidders will present further information or provide further proof to the evaluation committee.

BID AWARD

Awarding of tenders will be published on the National Treasury e-tender portal and MHSC' website. No regret letters will be sent out. A bid is considered awarded when both parties have signed the award letter. Goods may be delivered, or services may be rendered only with an official purchase order as signed and issued by the MHSC.

REASONS FOR DISQUALIFICATION

MHSC reserves the right to disqualify any bidders who do not comply with one or more of the following bid requirements and may take place without prior notice to the bidder:

- bidder whose tax matters are not in order (Instruction Note 09 of 2017/2018 Tax Compliance Status will apply).
- bidders who are not registered with the Central Supplier Database (CSD).
- submitted incomplete information and documentation according to the requirements of this RFB document.
- submitted information that is fraudulent, factually untrue or inaccurate information.
- received information not available to other potential bidders through fraudulent means.

- failed to comply with mandatory and technical requirements as stipulated in the RFB document.
- misrepresented or altered material information in whatever way or manner.
- promised, offered, or made gifts, benefits to any The Mine Health and Safety Council (MHSC) employee.
- canvassed, lobbied to gain unfair advantage.
- committed fraudulent acts; and
- acted dishonestly and/or in bad faith etc.

NB: it is the responsibility of the bidder to ensure the bid response is fully completed and signed and all required documents are valid and submitted upon closing date.

The bidder should ensure that the tender register is also signed when submitting their bid at the tender box.

BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

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

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



MHSC

Mine Health and Safety Council

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the **80/20** preference point system.

The **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

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

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. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

(Note to organs of state: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

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 allocated (example)	Number of points claimed (80/20 system) (To be completed by the tenderer)

<p>Black owned enterprises <i>“enterprises owned by black people”</i>. Persons historically disadvantaged on the basis of race:</p>	<p>Total Points: 10</p> <p>100% black ownership = 10 76% to 99% black ownership = 8 61% to 75% black ownership = 6 41% to 60% black ownership = 4 20% to 40% black ownership = 2 0 to 19% black ownership = 0</p>	<p>For example, if the bidder’s Black Ownership is between 61% and 75%, it will score/claim 6 points for 80/20</p>	
<p><i>Black women owned enterprises</i> <i>“Enterprises owned by women”</i> Persons historically disadvantaged on the basis of gender:</p>	<p>Total Points: 5</p> <p>100% black women ownership = 5 76% to 99% black women ownership = 4 61% to 75% black women ownership = 3 41% to 60% black women ownership = 2 20% to 40% black women ownership = 1 0 to 19% black women ownership = 0</p>	<p>For example, if the bidder is 61 to 75% owned by Women, it will score/claim 3 points for 80/20.</p>	
<p><i>Enterprises owned by Youth</i> <i>“Enterprises owned by people who are youth.</i> Persons historically disadvantaged on the basis of youth.</p>	<p>Total Points: 5</p> <p>100% owned by youth = 5 76% to 99% owned by youth = 4 61% to 75% owned by youth = 3 41% to 60% owned by youth = 2 20% to 40% owned by youth = 1 0 to 19% owned by youth = 0</p>	<p>For example, if the bidder is 61 to 75% owned by Women, it will score/claim 3 points for 80/20.</p>	
<p>Total Points for Specific Goals</p>	<p>20.00</p>		

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:

.....

.....

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:.....

GENERAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words “department” means organs of state inclusive of public entities and vice versa, and the words “will/should” mean “must”.

Mine Health and Safety Council (MHSC) cannot amend the National Treasury’s General Conditions of Contract (GCC). MHSC appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause that requires the addition of Special Conditions and Special Conditions specific to this bid contract is not part of the General Conditions of Contract. No clause in this document shall be in conflict with another clause. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail.

GCC1	<p style="text-align: center;">1. Definitions - The following terms shall be interpreted as indicated:</p> <p>1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5. “Countervailing duties” imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6. “Country of origin” means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods 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.</p> <p>1.7. “Day” means calendar day.</p> <p>1.8. “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. “Delivery ex stock” means immediate delivery directly</p>
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	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" mean 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 if local manufacture does take place.
1.18.	"Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19.	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20.	"Project site" , where applicable, means the place indicated

	<p>in bidding documents.</p> <p>1.21. “Purchaser” means the organization purchasing the goods.</p> <p>1.22. “Republic” means the Republic of South Africa.</p> <p>1.23. “SCC” means the Special Conditions of Contract.</p> <p>1.24. “Services” means those functional services ancillaries 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.</p> <p>1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
GCC2	2. Application
	<p>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.</p> <p>2.2. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
GCC3	3. General
	<p>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.</p> <p>3.2. With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
GCC4	4. Standards
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	5. Use of Contract Documents and Information
	<p>5.1. The supplier shall not disclose, without the purchaser’s prior written consent, 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</p>

	<p>therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>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.</p> <p>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.</p>
GCC6	6. Patent Rights
	<p>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.</p>
GCC7	7. Performance Security
	<p>7.1. Within thirty days (30) 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.</p> <p>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.</p> <p>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:</p> <p>7.3.1. 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</p> <p>7.3.2 a cashier's or certified cheque</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any</p>

	warranty obligations, unless otherwise specified in SCC.
GCC8	8. Inspections, Tests and Analyses
	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>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 purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>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.</p> <p>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 supplier shall defray the cost in connection with these inspections, tests, or analyses.</p> <p>8.6. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are 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.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>

GCC9	<p>9. Packing</p>
	<p>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.</p> <p>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.</p>
GCC10	<p>10. Delivery and Documentation</p>
	<p>10.1. The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.</p> <p>10.2. Documents submitted by the supplier are specified in SCC.</p>
GCC11	<p>11. Insurance</p>
	<p>11.1. The goods supplied under the contract are 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.</p>
GCC12	<p>12. Transportation</p>
	<p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
GCC13	<p>13. Incidental Services</p>
	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3. Furnishing of a detailed operations and maintenance</p>

	<p>manual for each appropriate unit of the supplied goods;</p> <p>13.1.4. 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</p> <p>13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>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.</p>
GCC1 4	14. Spare parts
	<p>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:</p> <p>14.1.1. 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</p> <p>14.1.2. In the event of termination of production of the spare parts:</p> <p>14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
GCC1 5	15. Warranty
	<p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those 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,</p>

	<p>that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>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.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p>
GCC1 6	16. Payment
	<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p>
GCC1 7	17. Prices
	<p>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, except for any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
GCC1 8	18. Contract amendment
	<p>18.1. No variation in or modification of the terms of the</p>

	contract shall be made except by written amendment signed by the parties concerned.
GCC1 9	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.
GCC2 0	20. Subcontract
	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
GCC2 1	21. Delays in supplier's performance
	<p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>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.</p> <p>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.</p> <p>21.6. Upon any delay beyond the delivery period in the</p>

	<p>case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
GCC2 2	22. Penalties
	<p>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.</p>
GCC2 3	23. Termination for default
	<p>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:</p> <p>23.1.1. 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;</p> <p>23.1.2. If the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>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.</p> <p>23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not</p>

	<p>exceeding 10 years.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1. The name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2. The date of commencement of the restriction</p> <p>23.6.3. The period of restriction; and</p> <p>23.6.4. The reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
GCC2 4	24. Anti-dumping and countervailing duties and rights
	<p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-</p>

	<p>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</p>
GCC2 5	25. Force Majeure
	<p>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.</p> <p>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.</p>
GCC2 6	26. Termination for insolvency
	<p>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.</p>
GCC2 7	27. Settlement of disputes
	<p>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.</p> <p>27.2. If, after thirty (30) days, the parties have failed to</p>

	<p>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.</p> <p>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.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2. The purchaser shall pay the supplier any monies due the supplier.</p>
GCC2 8	28. Limitation of liability
	<p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.1.1. 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; and</p> <p>28.1.2. 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.</p>
GCC2 9	29. Governing language
	<p>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.</p>
GCC3 0	30. Applicable law
	<p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>

GCC3 1	31. Notices
	<p>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</p> <p>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</p>
GCC3 2	32. Taxes and duties
	<p>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.</p> <p>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.</p> <p>32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the MHSC must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services</p>
GCC3 3	33. National Industrial Participation Programme
	<p>33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
GCC3 4	34. Prohibition of restrictive practices
	<p>34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

	<p>34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>
	<p>Contracted Party Due Diligence MHSC reserves the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.</p>
	<p>Jigs, Tools, and Templates, where applicable Unless otherwise agreed, all jigs, tools, templates, and similar equipment necessary for the execution of this contract is property of MHSC, if MHSC has paid for these. On completion or cancellation of the contract, the contractor delivers all MHSC property to MHSC premises, properly marked with the contract and the relevant code number as supplied by MHSC.</p>
	<p>Copyright and Intellectual Property All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contributing party to this contract and/or the contracted discloses the same to MHSC at the commencement of this contract. The contracted supplier grants MHSC a fully paid up, irrevocable, non-exclusive, and transferable licence to use its background intellectual property including the right to sub-licence to third parties in perpetuity and to the extent that MHSC requires for the exploitation of the contract intellectual property and to enable MHSC to obtain the full benefit of the contract intellectual property. The parties agree that all right, title, and interest in the contract intellectual property rightly invests in MHSC and to give effect to the foregoing:</p> <ul style="list-style-type: none"> (a) The contracted supplier hereby assigns all rights, titles, and interests in and to the contract intellectual property that it may own to MHSC and MHSC hereby accepts such assignment, and (b) The contracted supplier undertakes to assign in writing to MHSC all contract intellectual property and which may invest in the contracted supplier. <p>The contracted supplier shall keep the contract intellectual property confidential and shall fulfil its confidentiality obligations as set out in this document. The contracted supplier shall assist MHSC in obtaining statutory protection for the contract intellectual property at the expense of MHSC wherever MHSC may choose to obtain such protection. The contracted party shall procure where necessary the signatures of its personnel for the assignment of the contract intellectual property to MHSC, or as MHSC may direct, and to support MHSC, or its nominee, in the prosecution and enforcement thereof in any country in the world. The contracted supplier hereby irrevocably appoints MHSC to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that MHSC, in its absolute discretion, requires in order to give effect to the terms of this clause.</p>

	<p>The rights and obligations set out in this clause shall service termination of this contract indefinitely.</p>
	<p>Confidentiality</p> <p>The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with MHSC and after termination of its involvement with MHSC, the recipient shall not:</p> <ul style="list-style-type: none"> (a) Disclose the confidential information, directly or indirectly, to any person or entity, without MHSC' prior written consent. (b) Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or (c) Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract. <p>The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to</p> <ul style="list-style-type: none"> (a) Disclose the confidential information to any third party, or (b) Use the confidential information otherwise than as may be strictly necessary for the execution of the contract, <p>The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.</p> <p>The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p> <ul style="list-style-type: none"> (a) Was independently developed by the recipient prior to its involvement with MHSC or in the possession of the recipient prior to its involvement with MHSC. (b) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient. (c) Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from MHSC, or (d) Is required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform MHSC of such requirement prior to any disclosure. <p>The recipient shall within one (1) month of receipt of a written request from MHSC to do so, return to MHSC all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:</p> <ul style="list-style-type: none"> (a) All written disclosures received from MHSC. (b) All written transcripts of confidential information disclosed verbally by the MHSC; and (c) All material embodiments of the contract intellectual property. <p>The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been</p>

	<p>made available to the recipient, but for the obligations of confidentiality agreed to herein.</p> <p>Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences, or relationships by furnishing of confidential information by either party pursuant to this contract.</p>
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