



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
Tel. No. (011) 656 1797 | Fax: (011) 656 1796

ADDENDUM

INVITATION TO BID FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE RESEARCH PROJECT COE 180605: DEVELOP A STANDARD OPERATING PROCEDURE (SOP) THAT WILL ASSIST IN DEVELOPING AND IMPLEMENTING A STANDARDISED MONITORING STRATEGY FOR RESPIRABLE CRYSTALLINE SILICA (RCS) IN THE SOUTH AFRICAN MINING INDUSTRY (SAMI..

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|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bid Number | MHSC011/2023-24 |
| Advertisement Date | 30 November 2023 |
| Closing Date | 26 January 2024 |
| Closing Time | 11h00 am |
| Non-Compulsory Briefing Session | 13 December 2023 |
| Latest date to submit questions | 15 January 2024 |
| Bid Validity Period: | Ninety (90) days (commencing from the RFB closing date) |
| Bid Document Delivery Address: | The Tender box The tender box is generally open weekdays at the below delivery address. <ul style="list-style-type: none">B7 Maple Place, 145 Western Service Road, Woodmead, Sandton, 2080 |
| For Attention: | Supply Chain Management |

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

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS AS PRECIBED IN THE BID DOCUMENT.

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.

PART A
INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MINE HEALTH SAFETY COUNCIL | | | | | |
|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------|--------------------------------------------------------------|-------|
| BID NUMBER: | MHSC011/2023-24 | CLOSING DATE: | 26 JANUARY 2024 | CLOSING TIME: | 11:00 |
| DESCRIPTION: | INVITATION TO BID FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE RESEARCH PROJECT COE 180605: DEVELOP A STANDARD OPERATING PROCEDURE (SOP) THAT WILL ASSIST IN DEVELOPING AND IMPLEMENTING A STANDARDISED MONITORING STRATEGY FOR RESPIRABLE CRYSTALLINE SILICA (RCS) IN THE SOUTH AFRICAN MINING INDUSTRY (SAMI) | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| B7 Maple Place, 145 Western Service Road, Woodmead, Sandton, 2080 | | | | | |
| | | | | | |
| | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Molau Ramabu | | CONTACT PERSON | Silence Ngobeni | |
| TELEPHONE NUMBER | 011 656 1797 | | TELEPHONE NUMBER | 011 656 1797 | |
| 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)? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> 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 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:

Bidders are not allowed to contact any other MHSC staff in the context of this tender other than the indicated officials under SBD 1 above or as mentioned under “correspondences”.

NB: Bidders must ensure that they sign the register at the tender box when submitting their bids

| | |
|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Non-Compulsory Briefing Session</p> | <p>Date: 13 December 2023 Time: 12:00 Link/Address: B7 Maple Place, 145 Western Service Road, Woodmead, Sandton, 2080 Contact Person: Molau Ramabu</p> |
| <p>Bid Validity Period</p> | <p>The tender proposal must remain valid for at least Ninety (90) days after the tender due date. All contributions / prices indicated in the proposal and other recurrent costs must remain valid for the period Ninety (90) days after closing date</p> |

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) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.

INTENTION TO SELL

Is the bidder in the process of selling the bidding company? YES NO

Does the bidder have any intention of selling the bidding company within the next 12 months? YES

NO

Does the bidder have any intention of selling the bidding company within the next 12 months to 60 months? YES 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 regarding its accuracy, completeness or otherwise and MHSC shall have no liability towards the responding service providers or any other party in connection therewith.

IMPORTANT NOTICE TO BIDDERS

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 document, all documents shall be found on the MHSC website and National Treasury eTender Portal and awarded bids are notified through the website and MHSC shall never ask any bidder for monetary gratuity in exchange for information or manipulating outcome of bids.

CORRESPONDENCES AND 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.

Any queries regarding the bidding procedure may be directed to:

Department: Supply Chain Management
Contact Person: Molau Ramabu
E-mail address: tenders@mhsc.org.za
BID PREPARATION AND SUBMISSION

- a) Number of **ORIGINAL** bid documents (**Hard copies**) for contract signing – **THREE**
- b) Number of **ORIGINAL** bid documents (**Electronic Copy**) of the original document in PDF (USB)
- **ONE**
- c) Bid documents must contain two original documents, initialled on each page thereof and signed where required (inclusive of both technical proposal and pricing proposal)

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.

BID CLOSING

There shall be no public opening of the bids received. There shall be no discussions with any enterprise until evaluation of the proposal has been complete. 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.

RETURNABLE DOCUMENTS: STANDARD BIDDING DOCUMENTS

The verification during this stage is to review bid responses for purposes of assessing compliance and governance with RFB requirements, whereby a bidder may be disqualified if they do not fully comply, which requirements include the following:

- a) Invitation to Bid (SBD 1) must be fully completed and signed.
- b) Submission of fully completed Pricing Schedule [Firm/Non-firm prices]
- c) Submission of fully completed SBD 4 (Declaration of interest).
- d) Submission of fully completed SBD 6.1 (Preference Claim Form), (accompanied by the original or certified B-BBEE Status Level Verification Certificate or B-BBEE Sworn Affidavit). (from DTIC/CIPC)

- e) Submission of fully completed SBD 7 (Contract Form).
- f) Submission of the initialled General Conditions of a Contract (GCC).

CENTRAL SUPPLIER DATABASE – MANDATORY COMPLIANCE

Bidders are required to be registered on the Central Supplier Database (CSD) of National Treasury prior to submitting their bid (open tenders). Failure to being registered on the CSD and failure to submit the requested proof of registration on CSD information will lead to disqualification. (Please provide proof of registration on the Central Supplier Database).

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.

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.

STANDARD CONDITIONS OF THE BID

- i. MHSC reserve the right to request a presentation.
- ii. MHSC may conduct the reference checks based on the references provided.
- iii. The MHSC reserves the right to terminate the contract 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, which might result in the MHSC failing to deliver on its mandate timeously.

- iv. All documents and certifications required in terms of the bid requirements must be valid at time of submission of the bid on the closing date and time.

INVITATION TO BID FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE RESEARCH PROJECT COE 180605: DEVELOP A STANDARD OPERATING PROCEDURE (SOP) THAT WILL ASSIST IN DEVELOPING AND IMPLEMENTING A STANDARDISED MONITORING STRATEGY FOR RESPIRABLE CRYSTALLINE SILICA (RCS) IN THE SOUTH AFRICAN MINING INDUSTRY (SAMI)

INTRODUCTION TO MINE HEALTH AND SAFETY COUNCIL

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 outcomes to improve OHS conditions in South African Mining Industry.

CONTEXT OF THIS PROCUREMENT

An employer is required in terms of Mine Health and Safety Inspectorate (South Africa) Section 9(2) to prepare and implement a code of practice on all matters that may affect the health or safety of employees and other persons who may be directly affected by activities at the mine if the Chief Inspector of Mines requires it. Furthermore, Section 9(3) requires the employer to comply with the guideline issued by the Chief Inspector of Mines. Regardless of these requirements are in place, silicosis cases in the SAMI are still being reported in large numbers hence there was a need to set up the industries milestones at the MHSC summit milestones in 2003 on Respirable Crystalline Silica.

During the MHSC Summit, stakeholder identified gaps in monitoring respirable crystalline silica exposure. In addition to the 2011 summit outcomes, the Mine Health and Safety Inspectorate (MHSI) routine inspections and audits as well as the review of the “*Guideline for the compilation of a mandatory*

code of practice for an occupational health programme on personal exposure to airborne pollutants”ⁱ, identified following gaps:

- I. Risk assessments are not adequately conducted to identify the airborne pollutants that employees are exposed to, including to exposure - respirable crystalline silica.
- II. Lack of understanding to conduct risk assessment applying different risk assessment methodologies or techniques.
- III. Poor identification and re-classification of homogenous exposure groups in relation to exposure to respirable crystalline silica and any other airborne pollutants.
- IV. The lack of required skills and competency to conduct sampling of airborne pollutants exposures.
- V. The use of different sampling methods, sampling equipment and analytical methods on crystalline silica assessments.
- VI. Different methods of recording, interpretation and reporting of sampling results.

1. REQUIREMENTS

The MHSC requires the service provider to

- a. Assess the sampling strategies to identify best practices and gaps.
- b. Submit a report with recommendations.
- c. Develop the standard operating procedure (SOP) that will assist in developing and implementing a standardised monitoring strategy for *respirable crystalline silica in the SAMI*.

The project will focus on the following commodities:

- a. Gold.
- b. Coal.
- c. Platinum.
- d. Other mines (silica, manganese and sand/aggregates).

CONTRACT PERIOD

The contract is a for a period of is 24 Months.

2. SCOPE OF WORK

- 2.1. In addressing the identified gaps, the service provider will be required to:
 - 2.1.1. Conduct a literature review on the development and implementation of sampling strategies in relation to the prevention of crystalline silica exposure in the mining environment (national and international).
 - 2.1.2. Develop a standardised tool based on the literature review that will be used to assess the different mines' airborne pollutants sampling strategies with a specific focus to crystalline silica exposure. This tool must be presented to relevant MHSC committee for approval.

- 2.2. The tool should take into account the following but is not limited to:
 - 2.2.1. Qualifications and competency of personnel appointed at mines in line with the requirements of Section 12 (1) of the MHSR read with Regulation 22.15(5)(a).
 - 2.2.2. Skills and competency of all personnel involved in the implementation of occupational hygiene programme (e.g. calibration, weighing, issuing of pumps, sampling, and analysis).
 - 2.2.3. Risk assessment process to identify airborne pollutants with reference to respirable crystalline silica.
 - 2.2.4. Process undertaken by mines to determine, identify, monitor, and re-classify Homogenous Exposure Groups (HEGs) in accordance to the airborne pollutants guideline.
 - 2.2.5. The capability and capacity of the weighing laboratories used by the mines.
 - 2.2.6. Operating practices of various weighing laboratories for Fourier Transform Infrared (FTIR).

- 2.3. The following sampling value chain for RCS should be considered:
 - 2.3.1. Alignment and adherence to Occupational Hygiene Risk Assessment.
 - 2.3.2. Adherence to the internationally recognised best practice sampling methodology as stipulated in the mine's COP.
 - 2.3.3. Adequacy, applicability, validity, maintenance, and calibration of sampling equipment.
 - 2.3.4. Adherence to the sampling schedule (as per the mine shifts) as determined by the occupational hygiene risk assessment.
 - 2.3.5. Representative sample of a full working shifts.

- 2.3.6. Compliance to number of samples to be taken as per mine’s Code of Practice (COP) in line with mandatory Airborne Pollutants Guideline.
 - 2.3.7. Quality assurance in the dust weighing laboratories as used by the mines.
 - 2.3.8. Preparation, handling, storage, and transportation of samples and sampling equipment (pre and post sampling).
 - 2.3.9. Calculation and interpretation of the sampling results.
 - 2.3.10. Sample analysis in accordance with the mine’s COP in line with the mandatory Airborne Pollutants Guideline.
 - 2.3.11. The frequency of submitting dust samples to be analysed for crystalline silica.
 - 2.3.12. Recording, communication, and reporting of sampling results by the Section 12.1 appointee to the mine management, mine employees and the Department of Mineral Resources and Energy (DMRE), focusing on reasons for deviations, hierarchy of controls initiated and signed by the responsible person.
- 2.4. At each mine that is sampled, parallel samples shall be obtained in the following areas:
- 2.4.1. Underground gold: stopes, development and tips.
 - 2.4.2. Underground coal: production heading, boxing/transfer point and roof bolting.
 - 2.4.3. Underground platinum: stopes, development and tips.
 - 2.4.4. Surface: Loading, crushing and screening points.

Table 1: Underground Gold

| Activity | Min. # of Activity Areas | Min. # of Samples per Activity Area |
|-----------------|---------------------------------|--------------------------------------------|
| Stoping | 2 | 6 |
| Development | 2 | 6 |
| Tips | 2 | 6 |

Table 2: Underground Coal.

| Activity | Min. # of Activity Areas | Min. # of Samples per Activity Area |
|--------------------|---------------------------------|--------------------------------------------|
| Production heading | 2 | 6 |

| | | |
|------------------------|---|---|
| Roof bolting | 2 | 6 |
| Boxing/ transfer point | 2 | 6 |

Table 3: Underground Platinum

| Activity | Min. # of Activity Areas | Min. # of Samples per Activity Area |
|-------------|--------------------------|-------------------------------------|
| Stoping | 2 | 6 |
| Development | 2 | 6 |
| Tips | 2 | 6 |

Table 4: Other mines (2 silica, 1 manganese and 1 sand/aggregates)

| Activity | Min. # Activity Areas | Min. # of Samples per Activity Area |
|-----------|-----------------------|-------------------------------------|
| Loading | 2 | 6 |
| Screening | 2 | 6 |
| Crushing | 2 | 6 |

Note: for other mines, the 12.1 appointees will conduct sampling as follows:

| Silica | Silica | Manganese | Sand |
|-------------|-------------|-------------|-------------|
| 1 part time | 1 full time | 1 full time | 1 part time |

2.5. The service provider must conduct a workshop to present the findings of the study to relevant stakeholders to solicit further inputs.

3. EXPECTED OUTCOMES

- 3.1. Report on outcomes of the literature review as per 2.1.1.
- 3.2. Report on the presentation and assessment tool that was developed as per 2.1.2.
- 3.3. Report on the outcomes of the sampling as per 2.4.
- 3.4. Report on outcomes of the conducted workshop as per 2.5.

- 3.5. Report on the consolidated Standard operating procedure that will assist in developing and implementing a standardised monitoring strategy for respirable crystalline silica in the South African Mining Industry.
- 3.6. Draft final report with project recommendations.
- 3.7. Final report.
- 3.8. Final report for public consumption.
- 3.9. Webpage summary.

4. REQUIRED TEAM COMPOSITION

- 4.1. The service provider must have:
 - 4.1.1. A minimum of **5** years of experience in conducting applied research as a service provider. The service provider must have access to the necessary resources required for the qualitative and quantitative sampling, and analysis to determine respirable crystalline silica exposure.
 - 4.1.2. At least one team member with a minimum of **5** years relevant experience as a registered occupational hygienist in the SAMI.
 - 4.1.3. At least one team member with a minimum **5** years experience as a qualified 12.1 appointee with a Mine Environmental Control certificate.

5. THE BIDDING SELECTION PROCESS

5.1. The evaluation process will comprise of the following phases:

- Phase 1: Functionality Evaluation;
- Phase 2: Pricing and Specific Goals Evaluation;

5.2. FUNCTIONAL EVALUATION

The tender will be evaluated in accordance with PPPFA 2022 in line with the following functional criteria.

| NO | CRITERIA | WEIGHTING |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1. | <p>SIGNED AND VERIFIABLE REFERENCE LETTERS ON VALID LETTER HEADS WITH CONTACTABLE DETAILS FROM ORGANISATIONS WHERE PREVIOUS RESEARCH WORK WAS CONDUCTED BY THE SERVICE PROVIDER (ATTACH VERIFIABLE REFERENCE LETTERS):</p> <ul style="list-style-type: none"> • 5 or more reference letters = 5 points • 4 reference letters = 4 points • 3 reference letters = 3 points • 2 reference letters = 2 points • 1 reference letter = 1 point • No reference letter = 0 point <p>Note: Letters that do not meet all the criteria as stipulated above will not be considered, and will qualify for 0 point</p> | 25 |
| 2. | <p>EXPERIENCE OF THE SERVICE PROVIDER IN APPLIED RESEARCH (PROPOSAL STATING NUMBER OF YEARS OF EXPERIENCE AND RESEARCH EXPERIENCE MUST BE ATTACHED):</p> <ul style="list-style-type: none"> • 7 and more years experience = 5 points • Greater than 5 and less than 7 years experience = 3 points • 5 years experience = 1 point • No CV attached or number of years not included or less than 5 years experience = 0 point | 10 |
| 3. | <p>EXPERIENCE OF AT LEAST ONE TEAM MEMBER AS A PROFESSIONAL REGISTERED OCCUPATIONAL HYGIENIST WITH A MINIMUM OF YEARS EXPERIENCE IN THE SAMI (CV STATING NUMBER OF YEARS OF EXPERIENCE MUST BE ATTACHED):</p> <ul style="list-style-type: none"> • 7 and more years experience = 5 points • Greater than 5 and less than 7 years experience = 3 points • 5 years experience = 1 point | 10 |

| NO | CRITERIA | WEIGHTING |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| | <ul style="list-style-type: none"> No CV attached or number of years not included or less than 5 years experience = 0 point | |
| 4. | <p>QUALIFICATIONS OF AT LEAST ONE TEAM MEMBER IN OCCUPATIONAL HYGIENE (ATTACH VALID QUALIFICATION CERTIFICATES):</p> <ul style="list-style-type: none"> PHD Degree / Equivalent and more = 5 points Master's Degree = 4 points Honours degree/ equivalent = 3 points Bachelor's degree, Advanced Diplomas, Post Graduate Certificate and B-tech = 2 points National Diploma and Advanced certificates = 1 point No qualification = 0 point | 10 |
| 5. | <p>EXPERIENCE OF AT LEAST ONE TEAM MEMBER AS A QUALIFIED 12.1 APPOINTEE WITH A MINE ENVIRONMENTAL CONTROL CERTIFICATE (CV STATING NUMBER OF YEARS OF EXPERIENCE AND THE MINE ENVIRONMENTAL CONTROL CERIFICATE MUST BE ATTACHED):</p> <ul style="list-style-type: none"> 7 and more years experience = 5 points Greater than 5 and less than 7 years experience = 3 points 5 years experience = 1 point No CV attached or number of years not included or experience without attached certificate or less than 5 years experience = 0 point | 20 |
| 6. | <p>CONTENT, METHODOLOGY AND TECHNICAL APPROACH TO ANSWER THE RESEARCH QUESTION.</p> <ul style="list-style-type: none"> The methodology, technical approach and project plan (including costing and timelines) is comprehensive and addresses all requirements in detail; and the service provider has aligned the approach with the ToR = 5 points | 25 |

| NO | CRITERIA | WEIGHTING |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| | <ul style="list-style-type: none"> • The methodology, technical approach and project plan (including costing and timelines) is brief/limited, however the service provider has aligned the approach with the ToR = 3 points • The methodology, technical approach and project plan (including costing and timelines) only meets some of the requirements as per the ToR = 1 point • No methodology, no technical approach, no project plan to address the entire requirements as per the ToR = 0 point | |
| | TOTAL | 100 |

Note: Bidders must score a minimum of 70% overall, in order to proceed to the pricing and specific goals evaluation

Phase 2 – Price and Preference (specific goals) evaluation phase:

- The commercial aspects of the bid and B-BBEE component will be evaluated and scored according to the methodology described in our Supply Chain Management forms attached to this bid in line with the SCM policy.

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.

SPECIAL CONDITIONS OF THE BID

- a) It is the responsibility of prospective bidders to ensure that all bid documents are submitted before the closing time and date of the tender.
- b) The MHSC reserves the right to award or not to award this bid.
- c) The MHSC reserves the right to terminate the contract should the performance of the service provider be unsatisfactory.
- d) Although adequate thought has been given in the drafting of this document, errors may occur which the MHSC will not be responsible for.
- e) Any change of information provided in the tender document that may affect delivery of the service should be brought to the MHSC's attention as soon as possible. Failure to comply with this may result in the contract being terminated.
- f) Service providers who have been declared insolvent and wish to do business with the MHSC must have been rehabilitated and provide the necessary proof thereof.
- g) The MHSC reserves the right to award, cancel or partially award this contract.
- h) The National Treasury General Conditions of Contract will be applicable to this tender.

STANDARD BIDDING DOCUMENTS

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 |
|-----------|-----------------|---------------------------|
| | | |
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| | | |

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:

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.

2.3 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.
- 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.

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.

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 |

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); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes

included).

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)
 \end{array}$$

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 either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Black people | | 2 | | |
| Black people who are Youth | | 6 | | |
| Women | | 4 | | |

| | | | | |
|------------------------------------------------------------------------------------------------|-----------|-----------|--|--|
| Historically disadvantaged individuals/industries | | 2 | | |
| People with disabilities | | 2 | | |
| Enterprise located in specific provinces, districts, towns, townships, villages or rural areas | | 2 | | |
| Small, medium and micro enterprises (SMME's) | | 2 | | |
| TOTAL | 10 | 20 | | |

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.

| | |
|-------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| | <p>..... SIGNATURE(S) OF TENDERER(S)</p> |
| <p>SURNAME AND NAME:</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p> | |

CONTRACT F

**THIS FORM M
PURCHASER
PROVIDER A**

CONTRACTS FOR THEIR RESPECTIVE RECORDS.

**ART 1) AND THE
AT THE SERVICE
NALLY SIGNED**

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;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
- (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) | | WITNESSES 1 2 |
| CAPACITY | | |
| SIGNATURE | | |
| NAME OF FIRM | | |
| 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 | TOTAL PREFERENCE POINTS CLAIMED | POINTS CLAIMED FOR EACH SPECIFIC GOAL |
|------------------------|---------------------------------------|-----------------|---------------------------------|---------------------------------------|
| | | | | |

4. I confirm that I am duly authorized 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”.

The Mine Health and Safety Council (MHSC) cannot amend the National Treasury’s General Conditions of Contract (GCC). The Mine Health and Safety Council (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 conflict with another clause. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail.

| | |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GCC1 | <p>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</p> |
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| | <p>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 from stock actually on hand.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.14. “GCC” mean the General Conditions of Contract.</p> <p>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.</p> |
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| | <p>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.</p> <p>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.</p> <p>1.18. “Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</p> <p>1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. “Project site”, where applicable, means the place indicated 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 ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p> |
| GCC2 | <p>2. Application</p> |
| | <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 | <p>3. General</p> |
| | <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 | <p>4. Standards</p> |
| | <p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| GCC5 | <p>5. Use of contract documents and information</p> |
| | <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 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> |

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| GCC6 | <p>6. Patent rights</p> |
| | <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 | <p>7. Performance security</p> |
| | <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 warranty obligations, unless otherwise specified in SCC.</p> |
| GCC8 | <p>8. Inspections, tests and analyses</p> |
| | <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</p> |

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| | <p>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> |

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| GCC10 | 10. Delivery and Documentation |
| | <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 | 11. Insurance |
| | <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 | 12. Transportation |
| | <p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p> |
| GCC13 | 13. Incidental services |
| | <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 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> |

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| GCC14 | <p>14. Spare parts</p> |
| | <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> |
| GCC15 | <p>15. Warranty</p> |
| | <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, 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</p> |

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| | 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. |
| GCC16 | 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> |
| GCC17 | 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, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| GCC18 | 18. Contract amendment |
| | <p>18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| GCC19 | 19. Assignment |
| | <p>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.</p> |
| GCC20 | 20. Subcontract |
| | <p>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</p> |

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| GCC21 | <p>21. Delays in supplier's performance</p> |
| | <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 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> |
| GCC22 | <p>22. Penalties</p> |
| | <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</p> |

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| | 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. |
| GCC23 | 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 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 /</p> |

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| | <p>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> |
| GCC24 | <p>24. Anti-dumping and countervailing duties and rights</p> |
| | <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-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> |
| GCC25 | <p>25. Force Majeure</p> |

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| | <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> |
| GCC26 | 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> |
| GCC27 | 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 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> |

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| GCC28 | 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> |
| GCC29 | 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> |
| GCC30 | 30. Applicable law |
| | <p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p> |
| GCC31 | 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> |
| GCC32 | 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> |

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| | <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 Mine Health and Safety Council (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> |
| GCC33 | 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> |
| GCC34 | 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 The Mine Health and Safety Council (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 The Mine Health and Safety Council (MHSC), if The Mine Health and Safety Council (MHSC) has paid for these. On completion or cancellation of the contract, the contractor delivers all The Mine Health and Safety Council (MHSC) property</p> |

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| | <p>to The Mine Health and Safety Council (MHSC) premises, properly marked with the contract and the relevant code number as supplied by The Mine Health and Safety Council (MHSC)</p> |
| | <p>Copyright and Intellectual Property</p> <p>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 The Mine Health and Safety Council (MHSC) at the commencement of this contract.</p> <p>The contracted supplier grants The Mine Health and Safety Council (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 The Mine Health and Safety Council (MHSC) requires for the exploitation of the contract intellectual property and to enable The Mine Health and Safety Council (MHSC) to obtain the full benefit of the contract intellectual property.</p> <p>The parties agree that all right, title, and interest in the contract intellectual property rightly invests in The Mine Health and Safety Council (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 The Mine Health and Safety Council (MHSC) and The Mine Health and Safety Council (MHSC) hereby accepts such assignment, and (b) The contracted supplier undertakes to assign in writing to The Mine Health and Safety Council (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.</p> <p>The contracted supplier shall assist The Mine Health and Safety Council (MHSC) in obtaining statutory protection for the contract intellectual property at the expense of The Mine Health and Safety Council (MHSC) wherever The Mine Health and Safety Council (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 The Mine Health and Safety Council (MHSC), or as The Mine Health and Safety Council (MHSC) may direct, and to support The Mine Health and Safety Council (MHSC), or its nominee, in the prosecution and enforcement thereof in any country in the world.</p> <p>The contracted supplier hereby irrevocably appoints The Mine Health and Safety Council (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 The Mine Health and Safety Council (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 The Mine Health and Safety Council (MHSC) and after termination of its involvement with The Mine Health and Safety Council (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 The Mine Health and Safety Council (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.

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

- (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,

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.

The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:

- (a) Was independently developed by the recipient prior to its involvement with The Mine Health and Safety Council (MHSC) or in the possession of the recipient prior to its involvement with The Mine Health and Safety Council (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 The Mine Health and Safety Council (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 The Mine Health and Safety Council (MHSC) of such requirement prior to any disclosure.

The recipient shall within one (1) month of receipt of a written request from The Mine Health and Safety Council (MHSC) to do so, return to The Mine Health and Safety Council (MHSC) all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:

- (a) All written disclosures received from The Mine Health and Safety Council (MHSC)
- (b) All written transcripts of confidential information disclosed verbally by the The Mine Health and Safety Council (MHSC) and
- (c) All material embodiments of the contract intellectual property.

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 made available to the recipient, but for the obligations of confidentiality agreed to herein.

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.

ⁱ https://mhsc.org.za/sites/default/files/public/legislation_document/Airborne%20Pollutants%20Guideline.pdf