



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

### INVITATION TO BID

#### APPOINTMENT OF A PANEL OF TECHNICAL EXPERTS TO RENDER TECHNICAL REVIEW SERVICES FOR THE MINE HEALTH AND SAFETY COUNCIL RESEARCH PROJECTS AND INITIATIVES

<b>Bid Number</b>	<b>MHSC002/2024-25</b>
<b>Advertisement Date</b>	<b>28 JUNE 2024</b>
<b>Closing Date</b>	<b>19 JULY 2024</b>
<b>Closing Time</b>	<b>11h00 AM</b>
<b>A Non-compulsory briefing Session</b>	<b>Date:12 July 2024</b> <b>Time:14H00</b> <b>Venue: 145 Western service road, Western Woods office park, Woodmead OR Virtually (Bidders who are interested in attending online must notify MHSC in writing for the link to be shared).</b>
<b>Bid Validity Period:</b>	<b>Ninety (90) days (commencing from the RFB closing date)</b> <b>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.</b>
<b>Bid Document Delivery Address:</b>	<b>The Tender box</b> <ul style="list-style-type: none"><li><b>B7 Maple Place, 145 Western Service Road, Woodmead, Sandton,2080</b></li></ul> <b>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. The tender box is generally open weekdays at the below delivery address.</b>

MHSC002/2024-25 A panel of technical experts to render technical review services for the mine health and safety council research projects and initiatives.

Direct Enquiries in writing to:	
Supply Chain Management	<a href="mailto:tenders@mhsc.org.za">tenders@mhsc.org.za</a>

## 1. INTRODUCTION

### 1.1 INTRODUCTION TO THE 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.

## 2. PART A: THE CONTRACT

### 2.1 CONTEXT OF THIS PROCUREMENT

**A panel of technical experts to render technical review services for the mine health and safety council research projects and initiatives.**

### 2.2 CONTRACT PERIOD

The contract will be valid for a period of five (5) years.

## 2.3 TERMS OF REFERENCE

### 2.3.1 DETAILED SPECIFICATIONS/SCOPE OF WORK

The MHSC hereby seeks to establish a panel of suitable prospective service providers to form part of a panel of technical experts to render technical review and advisory services for the MHSC research projects and initiatives in any of the thrust areas listed in Table 1. The scope of OHS research and initiatives conducted by the MHSC falls within the identified thrust areas as outlined in Table 1 below:

**Table 1: MHSC thrust areas.**

THRUST AREA NUMBER	THRUST AREA	DESCRIPTION OF THRUST AREA
1.	Human factors/ behavioural safety	Projects on matters such as OHS culture, human behaviour, organisational factors, communication, leadership and ergonomics.
2.	Falls of ground	Falls of ground related projects.
3.	Rock bursts	Seismicity related projects.
4.	Explosions and fires	Explosions (e.g. dust explosions or explosions due to explosives), flammable gases and fires related projects.
5.	Machinery and transport systems	Projects on machinery and transportation systems and their interaction with human beings.
6.	Airborne pollutants/chemical hazards	Projects on airborne pollutants such as dust, lead, noxious fumes, diesel particulate matter, and chemical hazards such as mercury and cyanide.
7.	Physical hazards	Projects on physical hazards in the work environment include noise, vibrations, thermal stress (heat/ cold), radiation, illumination, and biological hazards (viruses, bacteria).
8.	Occupational diseases/occupational medicine	Projects on diseases developing in a person primarily as a result of exposure to risk factors within his or her line of work such as pneumoconiosis, silicosis, TB, HIV/AIDS, noise-induced hearing loss and dermatitis.
9.	Special/general projects	Projects under this thrust area include:

		<ul style="list-style-type: none"> <li>a. The legal, policy and ethical framework regarding</li> <li>b. OHS management in the SAMI.</li> <li>c. Risk management.</li> <li>d. Toxicity assessment of hazardous chemicals</li> <li>e. Emergency preparedness and response.</li> <li>f. Impact assessments.</li> <li>g. Technology and 4<sup>th</sup> Industrial Revolution (4IR).</li> <li>h. Development of training material.</li> <li>i. Repackaging of research outcomes for the different target audiences in the SAMI.</li> <li>j. Development of financial models.</li> <li>k. Women in mining (WIM).</li> <li>l. Statistics and data analytics related to health and safety.</li> </ul>
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**SCOPE OF WORK**

The scope of work will include (but not limited to) the review and advice on the following:

- Project scope.
- Project proposals.
- Project milestone reports.
- Final project reports.
- Research articles.
- Training materials.
- Handbooks.
- Research outcomes to identify dissemination opportunities.
- Data analysis.
- Desktop studies.
- Quick-win projects.



## **EXPECTED OUTCOMES**

The expected outcomes will include (but not limited to) the following:

- A reviewed report with tracked changes.
- A detailed report with advice or recommendations indicating whether approval is recommended or not.

For desktop studies, quick-win projects, and data analysis, the following is expected:

- A detailed report on the outcomes with advice and recommendations.

## **REQUIRED EXPERIENCE AND SKILLS SET**

- The service providers who are bidding as individuals must have at least 10 years of related work experience in the thrust area(s) being applied for.
- The service providers who are bidding as a company must have technical experts each with at least 10 years related work experience in the thrust area(s) being applied for.
- The service providers who are bidding as individuals must have been involved in at least one of the following research functions in the last five 5 years:
  - Undertaking research.
  - Consulting.
  - Supervision of research.
  - Management of research.
  - Review of research.
- The service provider who is bidding as a company must have technical experts who have been involved in at least one of the following research functions in the last five 5 years:
  - Undertaking research.
  - Consulting.
  - Supervision of research.
  - Management of research.
  - Review of research.

- The service provider bidding as an individual must have at least a Master's degree (certified copies of qualifications to be submitted).
- The service provider bidding as a company must have technical experts each with at least a Master's degree (certified copies of qualifications to be submitted).

**NB: Bidders to note that the above is not an evaluation criterion. Bidders are to be made aware of the required skill set and experience required to be able to render such services to the MHSC.**

## **3. PART C: BID SELECTION PROCESS**

### **3.1 BID PREPARATION AND SUBMISSION**

- 3.1.1** Number of **ORIGINAL** bid documents (**Hard copies**) for contract signing – **THREE**
- 3.1.2** Number of **ORIGINAL** bid documents (**Electronic Copy**) of the original document in PDF (USB) - **ONE**
- 3.1.3** Bid documents must contain 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.

### **3.2 BID CLOSING**

- 3.2.1** There shall be no public opening by the MHSC of the bids received.
- 3.2.2** There shall be no discussions with any enterprise until evaluation and adjudication of the proposal has been complete.

- 3.2.3 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.
- 3.2.4 All bids shall close on the specified date and time as stipulated in the bid document.
- 3.2.5 Bids received after closing time and date will be classified as LATE and will not be considered.
- 3.2.6 Bids submitted in any other manner other than the specified address (tender box) shall not be accepted.

### 3.3 ADMINISTRATIVE COMPLIANCE (RETURNABLE DOCUMENTS)

Administrative compliance/responsiveness will be tested based on returnable documents submitted and signatures on the Bid documents.

At this stage the verification is to review bid responses for purposes of assessing compliance and governance with RFB requirements, whereby a bidder **will** be disqualified if they do not fully comply, it must be determined what documents are required to be returned by Bidders.

Bids will be verified for compliance with the procedural requirements of the bid, which entails the completion and/or submission of the returnable documents and schedules specified in the Returnable Documents and Schedules Checklist below. **No award will be done without complete provision of returnable documents and any schedules.**

Returnable documents are categorized as follows:

Submission of fully completed Invitation to Bid (SBD 1)	<b>Comply</b>	<b>Do Not comply</b>
<b>Substantiation:</b> The bidder must submit the fully completed and signed SBD1 (Invitation to Bid)		

Fully completed and signed Bidders' Disclosure form (SBD 4)	<b>Comply</b>	<b>Do Not comply</b>
<b>Substantiation:</b> The bidder must submit the fully completed and signed Bidders Disclosure (SBD 4)		

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

Bidder must complete the detailed pricing Schedule (SBD 3)	<b>Comply</b>	<b>Do Not comply</b>
<b>Substantiation:</b> The bidder must submit and attach to the bid response fully completed pricing Schedule (SBD 3)		

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

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



### **3.4 MANDATORY COMPLIANCE – CENTRAL SUPPLIER DATABASE**

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.

### **3.5 MANDATORY COMPLIANCE – TAX STATUS VERIFICATION**

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

### **3.6 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.

### **3.7 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.

#### 4. PART D: BID EVALUATION PROCESS

The evaluation process will consist of a technical evaluation phase, as detailed in table 3, utilising the functional/technical evaluation criteria outlined in table 3. Please note that Criteria 1 is generic, while Criteria 2, 3, and 4 will be applied individually.

The MHSC requires bidders to indicate the thrust area(s) that they are bidding for by a means of ticking YES/NO in **table 2**. Bidders are not required to submit separate bids for each thrust area they are responding to.

- In cases where bidders are bidding for more than one thrust area, the proposal must include a CV(s) that must **CLEARLY** and separately indicate the experience in each thrust areas being applied for.

**Table 2: MHSC research thrust areas:[Indication by bidders of thrust areas they are bidding for]**

THRUST AREA NUMBER	THRUST AREA	DESCRIPTION OF THRUST AREA	YES (✓)	NO (✓)
1.	Human factors/behavioural safety	Projects on matters such as OHS culture, human behaviour, organisational factors, communication, leadership and ergonomics.		
2.	Falls of ground	Falls of ground-related projects.		
3.	Rock bursts	Seismicity-related projects.		
4.	Explosions and fires	Explosions (e.g. dust explosions or explosions due to explosives), flammable gases and fires-related projects.		

THRUST AREA NUMBER	THRUST AREA	DESCRIPTION OF THRUST AREA	YES (✓)	NO (✓)
5.	Machinery and transport systems	Projects on machinery and transportation systems and their interaction with human beings.		
6.	Airborne pollutants/chemical hazards	Projects on airborne pollutants such as dust, lead, noxious fumes, and diesel particulate matter, and chemical hazards such as mercury and cyanide.		
7.	Physical hazards	Projects on physical hazards in the work environment such as noise, vibrations, thermal stress (heat/ cold), radiation, illumination and biological hazards (viruses, bacteria).		
8.	Occupational diseases/occupational medicine	Projects on diseases developing in a person primarily as a result of exposure to risk factors within his or her line of work such as pneumoconiosis, silicosis, TB, HIV/AIDS, noise-induced hearing loss and dermatitis.		
9.	Special/General Projects	Projects under this thrust area include:		
		a. The legal, policy and ethical framework regarding OHS management in the SAMI.		
		b. Risk management.		
		c. Toxicity of hazardous chemicals		
		d. Impact assessments Emergency preparedness and response.		
		e. Development of financial models.		
		f. Technology and 4 <sup>th</sup> Industrial Revolution (4IR).		
g. Development of training material.				

THRUST AREA NUMBER	THRUST AREA	DESCRIPTION OF THRUST AREA	YES (✓)	NO (✓)
		h. Repackaging of research outcomes for the different target audiences in the SAMI.		
		i. Women in mining (WIM).		
		j. Statistics and data analytics related to health and safety. Women in mining (WIM).		

#### 4.1 Phase 1: Functional/Technical evaluation criteria

In this phase, all bids will be evaluated as follows:

- Qualification Threshold – Bidders must achieve **80%** per the thrust area for consideration onto the panel. Bidders who fail to comply with the set minimum threshold of **80%** per the thrust area will be eliminated and will not be considered further onto the panel.

**Table 3: Functional evaluation criterion.**

NO.	CRITERIA	WEIGHTING
1.	<p><b><u>CRITERIA 1 – REFERENCE LETTERS</u></b></p> <p><b>BIDDERS MUST SUBMIT SIGNED AND VERIFIABLE REFERENCE LETTERS ON VALID COMPANY LETTERHEADS WITH CONTACTABLE DETAILS THAT INDICATE THE FOLLOWING CRITERIA:</b></p> <ul style="list-style-type: none"> <li>• Previous experience in research or consulting or supervision of research or management of research or review of research in health and safety has been conducted.</li> <li>• The scope of work undertaken.</li> <li>• The successful completion of the project.</li> </ul> <p><b>(ATTACH VERIFIABLE REFERENCE LETTERS):</b></p> <ul style="list-style-type: none"> <li>• More than 4 reference letters indicating the above criteria of which at least 1 should indicate work done in the mining sector = 5 points</li> </ul>	15

NO.	CRITERIA	WEIGHTING
	<ul style="list-style-type: none"> <li>• 4 reference letters indicating the above criteria = 4 points</li> <li>• 3 reference letters indicating the above criteria = 3 points</li> <li>• 2 reference letters indicating the above criteria = 2 points</li> <li>• 1 reference letters indicating the above criteria = 1 point</li> <li>• No reference letters = 0 points</li> </ul> <p><b>Note: Letters that do not meet all the criteria as stipulated above will not be considered, and will qualify for 0 points</b></p>	
2.	<p><b><u>CRITERIA 2 – INDIVIDUAL WORK EXPERIENCE</u></b></p> <p><b>EXPERIENCE OF AN INDIVIDUAL(S) WITH AT LEAST 10 YEARS IN THE THRUST AREA(S) BEING APPLIED FOR (ATTACH CV(S) CLEARLY STATING NUMBER OF YEARS OF EXPERIENCE):</b></p> <ul style="list-style-type: none"> <li>• 10 years or more of experience in the thrust area(s) being applied for = 5 points</li> <li>• Less than 10 years experience in the thrust area(s) being applied for or no CV attached = 0 points</li> </ul>	30
3.	<p><b><u>CRITERIA 3 – PREVIOUS RESEARCH OR CONSULTING EXPERIENCE</u></b></p> <p><b>INVOLVEMENT IN UNDERTAKING (i) RESEARCH OR CONSULTING OR (ii) SUPERVISION OF RESEARCH OR (iii) MANAGEMENT OF RESEARCH OR (iv) REVIEW OF RESEARCH FOR THE INDIVIDUAL EVALUATED IN CRITERIA 2</b></p> <p><b>(BIDDER TO ATTACH CV(S) CLEARLY STATING INVOLVEMENT IN UNDERTAKING RESEARCH OR CONSULTING OR SUPERVISION OF RESEARCH OR MANAGEMENT OF RESEARCH OR REVIEW OF RESEARCH FOR AT LEAST FIVE (5) YEARS (CUMULATIVE) WITH CONTACT DETAILS FOR VERIFICATION):</b></p> <ul style="list-style-type: none"> <li>• More than 5 years cumulative experience in one of the above = 5 points</li> <li>• At least 5 years cumulative experience in one of the above = 4 points</li> <li>• No undertaking of any of the above = 0 points</li> </ul>	25
4.	<p><b><u>CRITERIA 4 – QUALIFICATIONS</u></b></p> <p><b>AT LEAST A MASTER’S DEGREE IN THE RELEVANT THRUST AREA(S) FOR THE INDIVIDUAL EVALUATED IN CRITERIA 2</b></p>	30

NO.	CRITERIA	WEIGHTING
	<p data-bbox="272 279 911 310"><b>(ATTACH VALID QUALIFICATION CERTIFICATES):</b></p> <ul data-bbox="331 348 829 474" style="list-style-type: none"> <li data-bbox="331 348 699 380">• Doctorate degree = 5 points</li> <li data-bbox="331 394 678 426">• Master’s degree= 4 points</li> <li data-bbox="331 441 829 474">• Less than a Master’s degree = 0 points</li> </ul>	
<b>TOTAL</b>		<b>100</b>

#### 4.2 Phase 2: Detailed Pricing Schedule

Bidders are to note that the MHSC intends to appoint a panel of service providers who will form part of a panel of technical experts whereby services will be required depending on the subject matter of the research or initiatives required at the time, therefore the bidders will **not** be required to bid a price or submit a detailed SBD 3.3 pricing quotation/offer for this bid as the service providers will be selected through a Quality Based Evaluation (QBE).

The MHSC will pay appointed bidders in the panel in line with the National Treasury regulations rates for consultants.

#### 4.3 GUIDELINE ON THE UTILISATION OF THE PANEL

- a) The technical experts on the panel will be utilised as per the MHSC Panel Utilisation Strategy, depending on the subject matter of the research or initiatives required at the time.
- b) Once the list of service providers has been approved and awarded, only the successful applicants will be approached depending on the circumstances according to the bid procedures depending on the subject matter of the research or initiatives required at the time.
- c) There is no guarantee that a service provider on the panel will be contracted to specific work / assignments during the tenure of the contract or once appointed. Products/services which will be required over the duration of the contract are dependent on circumstances which cannot be determined in advance.

- d) The service providers will be used on an “as and when” the need arises depending on the subject matter of the research or initiatives required at the time.
- e) The assignments to be executed by service providers on the panel will be project managed by the responsible official within the MHSC.
- f) No deposit or advance payments shall be payable. Payments will be made in accordance with the PFMA (within 30 days of receipt of invoice after delivery of goods or services rendered).

The approved maximum duration of the different scope of work activities and MHSC rates, in line with National Treasury regulations, are listed in table 4 and are subject to an annual review by MHSC at its discretion.

**Table 4: Maximum allowed duration of the different scope of work activities.**

ITEM	DESCRIPTION	*MAXIMUM DURATION (HOURS)	RATE PER HOUR
1.	Review of milestone reports.	24	As per National Treasury regulations/standards
2.	Review of the final report.	40	
3.	Review of project scope and proposals.	8	
4.	Review of handbooks, training material and research outcomes to identify dissemination opportunities.	40	
5.	Desktop studies, quick-win projects and data analysis.	200	
6.	Invitation for expert opinion/input at meetings.	8 per attendance at invitation	

**\*The final billed hours will be determined in discussion with the MHSC office.**

**\*Bidders should note that the table above will only be applied once the panel has been appointed. As indicated, bidders are not required to submit a pricing schedule for this bid. This**

serves as a guideline on how pricing will be outlined in line with National Treasury regulations once the panel has been established.

#### 4.4 Supplier Due Diligence

The MHSC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include interviews, presentations and requests for additional information.

## 5. PART E: BID CONDITIONS

### 5.1 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?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Does the bidder have any intention of selling the bidding company within the next 12 months?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Does the bidder have any intention of selling the bidding company within the next 12 months to 60 months?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

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

**5.2 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.

**5.3 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:** .....

**5.4 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.*

## 5.5 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.

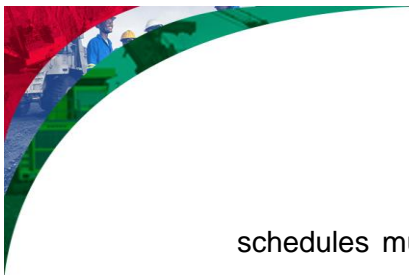
**Any queries regarding the bidding procedure may be directed to:**

**Department:** Supply Chain Management

**E-mail address:** [tenders@mhsc.org.za](mailto:tenders@mhsc.org.za)

## 5.6 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.
- v. No part of the contents of this document may be used, copied, disclosed, or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this bid, without prior written permission from the MHSC.
- vi. Late submissions will not be accepted.
- vii. A submission submitted in response to this bid will constitute a binding offer which will remain binding and irrevocable for a period of ninety (90) days from the date of submission to the MHSC. Bidders may not modify their initial pricing offer whilst the bid validity period is still in force. Pricing



schedules must be completed in full. Should the total bid prices differ, or calculation errors be identified, the one indicated on the price schedule shall be considered the correct price.

- viii. Any bidder who has reasons to believe that the bid specification is based on a specific brand must inform the MHSC before bid closing date.
- ix. No service will be rendered, or goods delivered before an official MHSC Purchase Order has been issued.
- x. All questions regarding this bid must be forwarded to the designated email address within at least 24 hours after the bid has been issued.
- xi. It is the responsibility of the bidder to ensure that its response reaches MHSC on or before the closing date and time of the bid.
- xii. The MHSC shall evaluate each responsive submission in terms of the method of evaluation stated in the bid document.
- xiii. if the MHSC amends this bid, the amendment will be publicized as the case maybe on the platforms which the bid was published. No oral amendments by any person will be considered or acknowledged.
- xiv. The MHSC reserves the right to carry out site inspections or call for supporting documentation to confirm any information provided by a Bidder in its bid.
- xv. Bidders may not make any alterations or additions to the content of this bid document, except to comply with the instructions issued by the MHSC.

**NB: PLEASE NOTE THAT BID RESPONSES MUST BE DEPOSITED IN THE TENDER BOX AS BID RESPONSES NOT SUBMITTED IN THE TENDER BOX SHALL NOT BE CONSIDERED.**

## **5.7 PRICE NEGOTIATIONS**

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

## **5.8 CANCELLATION OF BID**

MHSC reserves the right to cancel this bid due to the following reasons:

- a) Due to changed circumstances, there is no longer a need for the services specified in this bid.
- b) Funds are no longer available to cover the total envisaged expenditure for the project.
- c) No bids meet the required specifications.
- d) There is a material irregularity in the bid process.

## **5.9 FINANCIAL PAYMENT**

Payment will be made in accordance with section 38(1)(f) and 76(4)(b) of the PFMA and Treasury Regulations 8.2.3 (within 30 days from receipt of invoice after completion of deliverables).

## **5.10 DUE DILIGENCE**

Where circumstances justifies it, MHSC reserves the right to conduct due diligence (interviews, samples, presentations, site visits) with shortlisted bidders who meet the minimum qualifying score on the functionality phase evaluation criteria, whereby bidders will present further information or provide further proof to the evaluation committee. In these cases, MHSC may provide the areas of concern to the short-listed bidders to address in their presentations.

## **5.11 BID AWARD**

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

## 5.12 REASONS FOR DISQUALIFICATION

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

- Bidder whose tax matters are not in order (Instruction Note 09 of 2017/2018 Tax Compliance Status will apply).
- Bidders who are not registered with the Central Supplier Database (CSD).
- submitted incomplete information and documentation according to the requirements of this RFB document.
- submitted information that is fraudulent, factually untrue or inaccurate information.
- received information not available to other potential bidders through fraudulent means.
- failed to comply with mandatory and technical requirements as stipulated in the RFB document.
- misrepresented or altered material information in whatever way or manner.
- promised, offered, or made gifts, benefits to any The Mine Health and Safety Council (MHSC) employee.
- canvassed, lobbied to gain unfair advantage.
- committed fraudulent acts; and
- acted dishonestly and/or in bad faith etc.

**NB: it is the responsibility of the bidder to ensure the bid response is fully completed and signed and all required documents are valid and submitted upon closing date. The bidder should ensure that the tender register is also signed when submitting their bid at the tender box.**



**MHSC**  
Mine Health and Safety Council

## 6. PART F: STANDARD BIDDING DOCUMENTS

### PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MINE HEALTH SAFETY COUNCIL				
<b>BID NUMBER:</b>	MHSC002/2024-25	<b>CLOSING DATE:</b>	19 JULY 2024	<b>CLOSING TIME:</b> 11H00
<b>DESCRIPTION</b>	APPOINTMENT OF A PANEL OF TECHNICAL EXPERTS TO RENDER TECHNICAL REVIEW SERVICES FOR THE MINE HEALTH AND SAFETY COUNCIL RESEARCH PROJECTS AND INITIATIVES.			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
145 WESTERN SERVICE ROAD				
WESTERN WOODS OFFICE PARK				
WOODMEAD, JOHANNESBURG				
2191				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	MOLAU RAMABU		CONTACT PERSON	ZAMASWAZI NKOSI
TELEPHONE NUMBER	011-656-1796		TELEPHONE NUMBER	011-656-1796
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	MRAMABU@MHSC.ORG.ZA		E-MAIL ADDRESS	ZNKOSI@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]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>				
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				
<b>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.</b>				

## 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".**

## 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 interest<sup>1</sup> 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 institution	State
2.2	Do				
	with				
	with				
	who				
	the				

you, or any person connected the bidder, have a relationship any person is employed by procuring institution?  
**YES/NO**

---

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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

<sup>2</sup> 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.

restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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



MHSC

Mine Health and Safety Council

## SBD 6.1

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

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

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

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#### 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:



$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 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			

<b>TOTAL</b>	<b>20</b>		<b>10</b>	
--------------	-----------	--	-----------	--

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## CONTRACT FORM - RENDERING OF SERVICES SBD 7.2

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - 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 fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
	.
2	.....
	.

**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 number ..... dated.....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 authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES	
1	.....
2	.....
DATE: .....	



MHSC

Mine Health and Safety Council

## ANNEXURE B: 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	<b>1. Definitions - The following terms shall be interpreted as indicated:</b>
	1.1. <b>“Closing time”</b> means the date and hour specified in the bidding documents for the receipt of bids.
	1.2. <b>“Contract”</b> means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
	1.3. <b>“Contract price”</b> means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
	1.4. <b>“Corrupt practice”</b> 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.
1.5.	" <b>Countervailing duties</b> " imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6.	" <b>Country of origin</b> " 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.
1.7.	" <b>Day</b> " means calendar day.
1.8.	" <b>Delivery</b> " means delivery in compliance of the conditions of the contract or order.
1.9.	" <b>Delivery ex stock</b> " means immediate delivery directly from stock actually on hand.
1.10.	" <b>Delivery into consignees store or to his site</b> " means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11.	" <b>Dumping</b> " occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12.	" <b>Force majeure</b> " means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13.	" <b>Fraudulent practice</b> " means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14.	" <b>GCC</b> " mean the General Conditions of Contract.
1.15.	" <b>Goods</b> " means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16.	" <b>Imported content</b> " means that portion of the bidding price represented by the



	<p>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. <b>“Local content”</b> 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. <b>“Manufacture”</b> 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. <b>“Order”</b> means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. <b>“Project site”</b>, where applicable, means the place indicated in bidding documents.</p> <p>1.21. <b>“Purchaser”</b> means the organization purchasing the goods.</p> <p>1.22. <b>“Republic”</b> means the Republic of South Africa.</p> <p>1.23. <b>“SCC”</b> means the Special Conditions of Contract.</p> <p>1.24. <b>“Services”</b> 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. <b>“Written”</b> or <b>“in writing”</b> means handwritten in ink or any form of electronic or mechanical writing.</p>
GCC2	<p><b>2. Application</b></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</p>

	<p>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	<b>3. General</b>
	<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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
GCC4	<b>4. Standards</b>
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	<b>5. Use of contract documents and information</b>
	<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>
GCC6	<p><b>6. Patent rights</b></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><b>7. Performance security</b></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><b>8. Inspections, tests and analyses</b></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</p>

	<p>reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.</p> <p>8.6. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
GCC9	<p><b>9. Packing</b></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</p>

	<p>weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
GCC10	<b>10. Delivery and Documentation</b>
	<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	<b>11. Insurance</b>
	<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	<b>12. Transportation</b>
	<p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
GCC13	<b>13. Incidental services</b>
	<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</p>

	<p>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>
GCC14	<b>14. Spare parts</b>
	<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	<b>15. Warranty</b>
	<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</p>

	<p>portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p>
GCC16	<b>16. Payment</b>
	<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	<b>17. Prices</b>
	<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	<b>18. Contract amendment</b>

	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.
GCC19	<b>19. Assignment</b>
	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.
GCC20	<b>20. Subcontract</b>
	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
GCC21	<b>21. Delays in supplier's performance</b>
	<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</p>



	<p>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	<b>22. Penalties</b>
	<p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
GCC23	<b>23. Termination for default</b>
	<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</p>

	<p>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 / 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</p>
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	National Treasury website.
GCC24	<b>24. Anti-dumping and countervailing duties and rights</b>
	<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	<b>25. Force Majeure</b>
	<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	<b>26. Termination for insolvency</b>
	<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</p>

	has accrued or will accrue thereafter to the purchaser.
GCC27	<b>27. Settlement of disputes</b>
	<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>
GCC28	<b>28. Limitation of liability</b>
	<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	<b>29. Governing language</b>

	<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	<b>30. Applicable law</b>
	<p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
GCC31	<b>31. Notices</b>
	<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	<b>32. Taxes and duties</b>
	<p>32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the 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	<b>33. National Industrial Participation Programme</b>
	<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	<b>34. Prohibition of restrictive practices</b>

	<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><b>Contracted Party Due Diligence</b>  <b>The Mine Health and Safety Council (MHSC)</b> reserves the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.</p>
	<p><b>Jigs, Tools, and Templates, where applicable</b>  Unless otherwise agreed, all jigs, tools, templates, and similar equipment necessary for the execution of this contract is property of <b>The Mine Health and Safety Council (MHSC)</b>, if <b>The Mine Health and Safety Council (MHSC)</b> has paid for these. On completion or cancellation of the contract, the contractor delivers all <b>The Mine Health and Safety Council (MHSC)</b> property to <b>The Mine Health and Safety Council (MHSC)</b> premises, properly marked with the contract and the relevant code number as supplied by <b>The Mine Health and Safety Council (MHSC)</b></p>
	<p><b>Copyright and Intellectual Property</b>  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 <b>The Mine Health and Safety Council (MHSC)</b> at the commencement of this contract.  The contracted supplier grants <b>The Mine Health and Safety Council (MHSC)</b> 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.  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>

	<p>(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</p> <p>(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> <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><b>Confidentiality</b></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"> <li>(a) Disclose the confidential information, directly or indirectly, to any person or entity, without The Mine Health and Safety Council (MHSC)' prior written consent.</li> <li>(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</li> <li>(c) Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.</li> </ul> <p>The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to</p> <ul style="list-style-type: none"> <li>(a) Disclose the confidential information to any third party, or</li> </ul>

- (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.