



enquiries: **SCM**
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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

TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ICT INFRASTRUCTURE IMPLEMENTATION SOLUTION TO THE NEW BUILDING FOR MHSC WITHIN 12 WORKING WEEKS, AND MAINTENANCE AND SUPPORT FOR 36 MONTHS

Bid Number	MHSC 014/2026-26
Advertisement Date	18 September 2025
Closing Date	15 October 2025
Closing Time	11h00
Compulsory Briefing Session	Date: 29 September 2025 Time: 10h00 Venue (Site Address): Section 8, Tuscany Office Park 2 Coombe Place, Rivonia, Sandton, Gauteng, 2128
	One hundred and twenty (120) days (commencing from the RFB closing date) The tender proposal must remain valid for at least (120) days after the tender due date. All contributions / prices indicated in the proposal and other recurrent costs must remain valid for the period (120) days after closing date.
Bid Document Delivery Address:	The Tender box B7 Maple Place, 145 Western Service Road, Woodmead, Sandton, 2080 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.
Direct Enquiries in writing to:	
Supply Chain Management	tenders@mhsc.org.za



1 INTRODUCTION

1.1 INTRODUCTION TO MINE HEALTH AND SAFETY COUNCIL

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

1.2 INTRODUCTION TO THE PROJECT

The MHSC seeks to appoint a qualified and experienced bidder to deliver a comprehensive Information and Communication Technology (ICT) infrastructure implementation solution for the new MHSC building as articulated in the technical specification. The solution must comply with industry standards, data protection regulations, and futureproofing considerations to support scalability and emerging technologies.

The bidder will ensure that all aspects of the project, from inception to completion, align with the specified layout, design, and ICT requirements as outlined in the technical specifications, architect's drawings and related documentation. The bidder must ensure that all systems are energy-efficient, scalable, and upgradable.

Any discrepancies, clarifications or required modifications must be formally communicated to the MHSC for approval before implementation. The bidder will be reporting to the MHSC appointed principal project manager. time management and efficient project scheduling are critical to avoid delays and ensure the ICT infrastructure is ready for operational use by the MHSC. The bidder must complete all work on time, within the budget, and to the required quality. All installations must (as far as possible) incorporate sustainable practices, minimising environmental impact through the use of eco-friendly materials and energy-efficient solutions where applicable. Additionally, the work must be carried out in strict compliance with health and safety standards to safeguard all workers and stakeholders involved.

The contractor will be responsible for implementing a robust quality assurance and control process throughout the installation. The objective is to ensure that the final product is delivered defect-free, meeting or exceeding the MHSC's expectations regarding functionality, durability, and aesthetics.

The bidder will ensure that all works are executed within the awarded contract value, transparently in cost management, and aligned with the Pricing Activity Schedule.



The ICT infrastructure solution installation will be carried out at the new MHSC building, located at:
Section 8, Tuscan Office Park
2 Coombe Place,
Rivonia, Sandton,
Gauteng, 2128

1.2.1 Adherence to Design and Specification Standards

The project must strictly adhere to the electrical designs, layout plans and finish specifications provided by the MHSC's appointed architect and engineers. The contractor will ensure all works are executed with the highest quality standards and comply with applicable building regulations, industry best practices and health and safety requirements.

1.2.2 Project Timeliness and Delivery

The total duration of the renovation project is twelve (12) working weeks, commencing from the date of official site handover by the MHSC to the principal contractor. The successful bidder must ensure that the Electrical, Solar, UPS and Fire Detection Systems are completed within this stipulated project timeline and must fit into the schedule of the main construction work.

Time management and efficient project scheduling for all the renovation works are critical to avoid delays and ensure the building is ready for occupation and operational use by the MHSC at the end of the 12-working week period.

1.2.3 Cost-Effective Solutions

The employer aims to achieve a cost-effective renovation project without compromising on quality. The contractor must ensure that all works are executed within the awarded contract value, transparently in cost management and aligned with the Pricing Bill of Quantities.

1.2.4 Sustainable and Safe Practices

The project must incorporate sustainable construction practices, minimising environmental impact through eco-friendly materials and energy-efficient solutions where applicable. Where possible materials should be sourced locally to support local industries. Additionally, the project must be carried out in strict compliance with health and safety standards to safeguard all workers and stakeholders involved.

1.2.5 Coordination and Communication

The contractor must establish and maintain effective coordination and communication with the MHSC and the MHSC's engineering and design teams and other contractors throughout the duration of the project. Regular progress updates, meetings and reporting are required to ensure alignment with the employer's expectations and deliverables.



1.2.6 Quality Assurance and Defect-Free Completion

The contractor must be responsible for implementing a robust quality assurance and control process throughout the project. The objective is to ensure that the final product is delivered defect-free, meeting/exceeding the MHSC's functionality, durability and aesthetics expectation.

1.2.7 Handover and Post-Completion Support

Upon completion, the contractor will ensure a smooth handover of the systems, including the provision of all necessary documentation, such as warranties, certificates of compliance, operation manuals and as-built drawings. The employer requires post-completion support, including addressing any defects during the defect's liability period, to ensure the building functions optimally.

1.3 MHSC EXPECTATIONS FROM BIDDER

There will be other contractors who undertake specialist installations and trades that form an integral part of the renovation for the MHSC building. These installations include but are not limited to construction, Electrical, HVAC and fire protection, and acoustics and wallpaper.

The approximate size of the property is 2473 m², which includes 96 parking units. The work will comply with all relevant national building regulations, occupational health and safety standards and municipal by-laws to ensure that the facility meets the highest standards of functionality, safety, and sustainability.

The MHSC will undertake the renovation and internal fit-out of its new premises located at Tuscany Office Park, Rivonia, Sandton. The facility measures approximately 2473m² with 96 parking bays, and the project will be delivered through separately appointed contractors / bidders, each responsible for a distinct package of work. The project must comply with all applicable South African building regulations, municipal by-laws and occupational health and safety standards. The renovation project is broken down as follows:

1.3.1 Construction Works

General building and structural work, including demolitions, partitions, ceilings, flooring, painting, plumbing, roofing, and civil-related alterations, as per architectural specifications. Supply, delivery and installation of built-in joinery, storage solutions and other fixtures in line with the approved layout and standards.

1.3.2 Electrical Works

Installation and commissioning of all electrical systems, including power distribution, lighting, backup power, energy-efficient solutions and fire detection systems. Compliance with SANS 10142 and relevant safety codes is required.

1.3.3 Mechanical Works

Installation of HVAC systems, including ventilation, air conditioning, ducting, and controls to ensure thermal comfort and air quality in accordance with SANS and environmental standards.

1.3.4 ICT Infrastructure Works (incl. Electronic Services)

Installation of all structured cabling, network points, switches, Wi-fi, server room setup, CCTV, access control, public address systems and other electronic infrastructure necessary for a fully connected, secure facility.

1.3.5 Signage, Acoustics and Wallpaper Works

Supply and installation of wayfinding, safety and branding signage; acoustic panels in designated areas; and all wallpaper applications as per interior design specifications.

1.3.6 Blinds Installation Works

Supply and installation of window blinds throughout the facility as per specifications.

1.3.7 Relocation Services

Planning, coordination and execution of the move from MHSC's current premises to the new facility. Includes inventory management, packing, transport, and reinstallation of equipment, files and personal items with minimal operational disruption.

Each contractor will be expected to coordinate with the appointed construction project manager, adhere to quality standards, maintain health and safety compliance and participate in joint commissioning and handover processes.

2 PART A: THE CONTRACT

2.1 CONTEXT OF THIS PROCUREMENT

The MHSC intends to appoint an experienced service provider for the supply, installation, commissioning of ICT infrastructure solution and expected to be completed in approximately **12 working weeks** after commencement of the building works/renovation project. The start date of the project will be confirmed by the principal project manager.

The bidder must provide maintenance and support of ICT infrastructure solution for the period of **36 months** after commissioning.

The works that will be undertaken as part of the ICT Infrastructure project are as follows:

Network and Cabling: Structured cabling and network infrastructure for reliable connectivity.

LAN Switches: High-performance switches for efficient local area network (LAN) traffic management.



Wi-Fi 7 Wireless Network: Next-generation Wi-Fi with ultra-fast speeds, low latency, and improved capacity.

Server Room Migration: Secure and efficient relocation of servers and ICT infrastructure.

The ICT infrastructure installation layout is detailed in the following documents:

Annexure 1: MHSC-170.00-GROUND FLOOR PVD LAYOUT-REV P

Annexure 2: MHSC-170.01-UPPER LEVELS PVD LAYOUT-REV P (INCLUDES 170.02 FOR SECOND FLOOR)

Annexure 3: 25002-HF-ZZ-L0-DR-EE-DD-1000-T-GROUND FLOOR POWER LAYOUT

Annexure 4: 25002-HF-ZZ-L1-DR-EE-DD-1000-T-UPPER GROUND POWER LAYOUT

Annexure 5: 25002-HF-ZZ-L0-DR-EE-DD-1002-T-GROUND FLOOR DATA LAYOUT

Annexure 6: 25002-HF-ZZ-L1-DR-EE-DD-1002-T-UPPER GROUND DATA LAYOUT

Annexure 7: 25002-HF-ZZ-L0-DR-EE-DD-1005-T-GROUND FLOOR WIREWAY LAYOUT

Annexure 8: 25002-HF-ZZ-L1-DR-EE-DD-1005-T-UPPER GROUND WIREWAY LAYOUT

The successful bidder will be required to attend a start-up meeting with the principal project manager onsite.

2.1.1 DURATION

The duration of the contract is **12 weeks** for the implementation and commissioning of the solution followed by **36 months** for maintenance and support. A 24/7 operations are allowed.

2.2 TERMS OF REFERENCE

2.2.1 DETAILED SPECIFICATIONS / SCOPE OF WORK

2.2.1.1 PROJECT MANAGEMENT

The bidder will be expected to implement project management practices to ensure the successful execution, coordination, cooperation and completion of the project in alignment with the MHSC's objectives, the contract value and the timeline. The bidder shall be responsible for the efficient coordination, management and execution of the ICT works (Network and Cabling; LAN Switches; Wi-Fi 7 Wireless Network; and Server Room Migration) within the agreed time frame, budget and quality parameters.

The bidder's responsibilities shall include, but are not limited to, the following:

Project Planning & Programme Development

- Develop a detailed project program (for the scope of work) outlining project objectives, key stakeholders, scope and deliverables.
- Ensure effective planning, execution, monitoring and reporting to achieve project objectives.

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- Provide a project program, covering all phases.

Timeline & Milestone Management

- Implement and manage a detailed project timeline to ensure on-time completion.
- Track progress against key milestones and adjust as necessary to mitigate delays.
- Conduct critical path analysis to identify and manage key dependencies.
- Conduct regular progress reviews and plan adjustments as needed.

Quality Assurance & Control

- Develop and implement a Quality Assurance Plan to ensure all works meet specified standards.
- Coordinate and conduct regular inspections and audits to maintain high-quality outputs.
- Ensure adherence to all specified materials, finishes and artistry requirements.

Risk Management & Mitigation

- Identify potential project risks and develop appropriate mitigation strategies.
- Continuously monitor risk factors (time, cost and quality) and implement necessary adjustments.
- Ensure proactive identification and resolution of project issues.
- Budget Management & Cost Control.
- Provide detailed cost breakdown.
- Conduct regular cost tracking and reporting to ensure financial accountability.
- Perform financial risk assessments and mitigation planning.
- Employer Coordination & Communication.
- Coordinate with main contractor and MHSC representatives on a weekly basis (and more frequently as and when required) for project approvals and feedback.
- Ensure transparent communication to align project progress with employer expectations.
- Provide weekly progress reports, including updates on key activities, challenges and risks.
- Stakeholder & sub-contractor Management.
- Manage all sub-contracted suppliers and stakeholders to ensure alignment with project goals.
- Oversee procurement, logistics and coordination of all work involved in the project.
- Regulatory Compliance & Permitting.
- Ensure full adherence and compliance with all relevant laws and regulations including municipal by-laws, industry standards.
- Obtain all necessary permits and approvals from local authorities before commencement of works.

- Handover and Post-Completion Support.
- Ensure a structured handover of the completed works, including necessary documentation and training where applicable.
- Provide all required as-built documentation, operation manuals, warranties and compliance certificates.

2.2.1.2 Supply And Installation Network and Cabling

The bidder must supply, install, commission network and cabling with the minimum technical specifications detailed below:

High-speed, secure, and scalable **Gigabit/10G Ethernet** network infrastructure.

Structured cabling: Cat6a (shielded) for data, voice, and network services, complying with **ISO/IEC 11801-1** standards.

Total Number of Data Points: Eighty-three (83). Ground Floor = Twenty-Two (22), Upper Levels = Sixty-One (61)

Network points need to be labelled for easy tracing.

All cabling must be tested and certified with a **Level 3 Certified Cable Analyzer** (results to be submitted).

Network points installed throughout the facility with **PoE+ support** where required.

Install the network infrastructure throughout the facility as detailed on annexures 1 and 2.

2.2.1.3 LAN Switching Requirements

The MHSC has three (3) existing **Cisco Catalyst 9200 Series switches** that are currently installed at **B7 Maple Place, 145 Western Service Road, Woodmead, Sandton, 2080**. The bidder will be expected to uninstall and migrate these three (3) switches to the new building.

The bidder shall supply, install and commission four (4) new switches that are interoperable with the existing Cisco Catalyst 9200 Series switches.

The bidder shall install and configure seven (7) (4 new and 3 existing) switches at the new building.

2.2.1.3.1 Technical Specifications for the switch

Feature	Requirement
Type	Managed Layer 3 Switch
Quantity	Four (4)

Feature	Requirement
Switch Model	A switch compatible with the existing Cisco C9200L-48P-4X-E (48 Port)
PoE Support	PoE+ (802.3at/bt) with Energy Efficient Ethernet (EEE)
Port Configuration	48 x Gigabit Ethernet (PoE+) + 4 x 10G SFP+ uplinks
Switching Capacity	392 Gbps
Forwarding Rate	292 Mpps
MAC Address Table	32,000 entries
VLAN Support	4094 VLANs
Jumbo Frame Support	9198 bytes
Security Features	MAC address filtering, ACLs, 802.1X authentication
Mounting	19" rack-mountable (included brackets)

2.2.1.3.2 Additional Requirements for the switches

Rack Installation:

Switches must be installed in **19" standard network racks** with proper cable management. Assess and confirm proper ventilation and power redundancy as per the layout for all the switches.

Firmware & Licensing:

Ensure latest stable firmware is installed.

Ensure provision and installation of licensing and advanced management tool that is compatible with the existing **Cisco and new switches (e.g Cisco DNA Essentials or equivalent)**.

Interoperability:

The switches must seamlessly integrate with existing **Cisco network infrastructure**.

2.2.1.4 Wi-Fi 7 Infrastructure

- The bidder shall supply, install and commission **Wi-Fi 7 (802.11be)** access points at the new building.
- The bidder must ensure that there are no dead zones before commissioning as per the internal floor layout.

2.2.1.4.1 General Wi-Fi 7 Requirements:

The bidder must ensure that the following is adhered to:

Wi-Fi 7 (802.11be) standard, is backward compatible with Wi-Fi 6/6E.

Multi-Gigabit wireless speeds (theoretical max: **46 Gbps**).

6 GHz spectrum support (alongside 2.4 GHz and 5 GHz) for reduced congestion.

2.2.1.4.2 Wi-Fi Hardware Specifications:

Feature	Requirement
Access Points (APs)	Enterprise-grade, Wi-Fi 7 certified (e.g., Cisco Catalyst 9136, Aruba 635, or equivalent approved by the client).
Quantity	Sixteen (16) Access Points .
Radio Bands	Tri-band (2.4 GHz + 5 GHz + 6 GHz) with 16×16 MU-MIMO .
Max Data Rate	Minimum 5.8 Gbps per Access Points (aggregated).
PoE Requirement	802.3bt (PoE++) for full functionality.
Concurrent Clients	150+ per Access Points.
Security	WPA3-Enterprise, AES-256 encryption, IoT device segmentation.

2.2.1.4.3 Wi-Fi Deployment Requirements:

The bidder must ensure that the following is adhered to:



Wi-Fi with high-density design for seamless coverage in all areas (offices, meeting rooms, common spaces).

Wi-Fi with zero-handoff roaming for uninterrupted connectivity.

Wi-Fi with on-prem controller with remote management.

2.2.1.4.4 Wi-Fi Compliance & Futureproofing:

The bidder must:

Ensure that the Wi-Fi Alliance is certified for interoperability.

Ensure that the **solution has the MLO (Multi-Link Operation)** support for latency-sensitive applications.

Ensure that the solution has **4K QAM** modulation for higher throughput.

2.2.1.5 Server Room (EnviroRac7) Migration

The bidder must:

Prepare the new server room at the new building to host the existing **EnviroRac7**.

Migrate **2x HPE ProLiant DL380 Generation 11 24SFF CTO** servers, and **PBX** server from the current MHSC building to the dedicated server room at the new building.

Provide 36 months of support post-migration for **EnviroRac7** and **2x HPE ProLiant DL380 Generation 11 24SFF CTO** servers.

2.2.1.5.1 Requirements for the Server Room:

New Server Room Preparation:

Power & Cooling:

Assess and confirm that there is adequate **UPS backup** (runtime for graceful shutdown).

Assess and confirm that there is redundant **HVAC** (compatible with **EnviroRac7's** built-in air conditioning).

Assess and confirm that there are dedicated power circuits (compatible with **0U 24 Way Metered PDU**).

Rack Space & Physical Security:

Assess and confirm that the floor reinforcement can support **EnviroRac7 (1000mm deep, 2170mm height)**.

Assess and confirm that the fire suppression system is compatible with existing unit.

Assess and confirm that the **Access control & surveillance** are implemented for the server room.

Network & Cabling:

Assess and confirm the availability of Fiber connectivity in the server room.

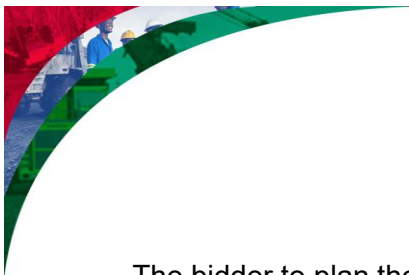
Assess and confirm that there is structured cabling for LAN, power, and Keyboard Video Mouse (KVM) access.

EnviroRac7 Migration:

Pre-Migration: Conduct full backup of all servers, document configurations (including network and power).

Physical Migration: Conduct safe de-racking, transport, and re-installation (ensuring no data loss or hardware damage during transit).

Post-Migration: Reconnect & validate all systems, update network configurations.



The bidder to plan the work to ensure minimal interruptions to operations during migration.

36-Month Support & Maintenance:

The bidder must provide:

24/7 remote monitoring of EnviroRac7 (cooling, power, security).

On-site support for hardware failures.

Firmware & software updates for **HPE DL380 Generation-11 servers**

A warranty & SLA covering hardware, software, and migration risks.

2.2.1.6 POST-INSTALLATION SUPPORT REQUIREMENTS

The contractor shall provide comprehensive post-installation support to ensure a seamless transition into operational use. The requirements include but are not limited to the following:

2.2.1.6.1 Training

- Provide once-off training sessions for the MHSC ICT personnel on the operation and maintenance of all 4 installed ICT infrastructure solutions during commissioning stage.

2.2.1.6.2 Maintenance and Support

- Provide a minimum **36-months** warranty for all new installations.
- Provide **36-months** maintenance and support services post installation.

2.2.2 DELIVERABLES

The key deliverables include:

2.2.2.1 Network and Cabling

An installed, fully functional and tested network cabling infrastructure.

Signed-off certification reports for the installation.

2.2.2.2 LAN Switches

An installed, configured, fully functional and tested switches (the current and the new switches).

Signed-off certification reports for the installation.

2.2.2.3 Wi-Fi 7 Wireless Network

Installed, configured, fully functional and tested Wi-Fi 7 access points.
Signed-off certification reports for the installation.

2.2.2.4 Server Room Migration

Deliver a completed migrated server room.
Installed, configured, fully functional and tested server rack, 3 switches and 2 servers.
Signed-off certification reports for the installation.

2.2.2.5 Training

Signed-off training reports for the four (4) installed ICT infrastructure solutions.
User manuals for the four (4) installed ICT infrastructure solutions.

2.2.2.6 Maintenance and Support

A 36-month of maintenance and support, including repairs, and updates with accompanying monthly reports.

- Detailed maintenance and support guide outlining recommended procedures for all installed systems and equipment.
- Schedules for routine maintenance and support including guidelines for troubleshooting common issues.

2.2.2.7 Other documentation

Compliance certificates, test reports, warranties, as-is installed configuration and network diagrams for all installed systems.

Provide maintenance manuals for all installed systems.

- All the necessary operation manuals, warranties, guarantees and compliance certificates.

2.2.3 SPECIAL CONDITIONS OF CONTRACT

2.2.3.1 Joint Venture or Sub-contracting

Joint-venture or subcontracting is allowed but must be stated explicitly with the relevant signed documents attached.

2.2.3.2 Body Corporate House Rules



The contractor is required to strictly adhere to the body corporate's house rules throughout the duration of the project. This includes compliance with all relevant guidelines and regulations regarding health and safety, noise levels, working hours, use of common areas and disposal of construction waste. The contractor must ensure that all personnel and subcontractors are fully briefed and understand these rules to prevent any disruptions to the residents and other occupants of the building. Failure to comply with the body corporate house rules may result in penalties or cessation of work as stipulated in the contract terms.

2.2.3.3 Insurance cover

The bidder shall maintain, at their own expense, for the duration of the contract and until the assurance of the final certificate of completion, the following insurances with an insurer licensed to operate in South Africa:

Public Liability Insurance: Cover of not less than R 5,000,000 for any one occurrence, for death, injury, or damage to property of third parties. The successful bidder must provide proof of insurance prior to awarding. Failure to provide insurance will lead to disqualification.

Statutory Cover: A valid Certificate of Compliance with the Compensation for Occupational Injuries and Diseases Act (COIDA), which must remain valid for all employees involved in the works. The successful bidder must provide a letter of good standing with the submission at the award stage. Failure to provide statutory insurance will lead to disqualification.

2.2.3.4 Occupational Health and Safety Compliance

Compliance with all the relevant laws and regulations including:

- The National Building Regulations
- OHS Act (Act 85 of 1993)
- Enforcement of safety protocols on site, including barricading, signage, PPE, and controlled access.

The bidder must, in terms of Construction Regulation 7(1)(b), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all sub-contractors on site that are accountable to the bidder and the agreements between the parties and details of work being done.

Refer to **Annexure 9** – 'OHS Project Specific Health and Safety Specification' and **Annexure 10** – 'MHSC Renovation Project Baseline Risk Assessment' for details.

3 PART B: THE PRICING

PRICING INSTRUCTIONS	
1.	Applicable currency: All prices shall be quoted in South African Rand (R).
2.	Completion of pricing schedule: Bidders shall complete the pricing schedule in full, inserting all the information required therein.
3.	Price Quotation Basis: total prices quoted must be inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods. Where imported goods/services are to be used, and pricing is subject to exchange rate fluctuations, the exchange currency against the Rand must be stipulated, as well as the exchange rate at the time of bidding. The portion of the bid price subject to exchange rate fluctuations must be stated.
4.	Submission of pricing: bidders must submit their pricing proposals with the technical proposal. The pricing folder must be clearly labelled as such.
5.	The total tender price in the tender form shall constitute the contract price of the successful Tenderer. Tenderers are advised to check their item extensions and total additions, as no claim for arithmetical errors will be considered
6.	Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. Rates and prices must be comprehensive and inclusive of all obligations under the contract, such as overheads, profit, general risks, and liabilities.
7.	The Tenderer must not change. Any ambiguities or contradictions in the pricing schedule must be brought to the attention of the MHSC before tender submission

BID PRICE SCHEDULE (SBD 3.1 Firm Unit Prices)

The following Schedule of Prices must be completed by the bidder. The total price must include everything necessary to complete the terms of the Specifications or scope of work (in line with specified layout, quantities, duration, quality, activities and associated frequencies). Total Cost is determined by multiplying quantity by unit price for all line items.

Item	Frequency	Solution/ Activity	Description	Unit price (Incl VAT)	Quantity	TOTAL Price (Incl VAT)
1	Once off	Network Cabling	Supply, Installation, commissioning, testing of a network cabling solution as per the specification, scope of works, plans and layouts, (inclusive of hardware, software, professional fees and other related costs)		Lump sum	
2.	Once off	LAN Switches	Supply, Installation, commissioning and testing high performance switches for efficient LAN traffic management, as per the specification, scope of works, plans and layouts (inclusive of hardware, software, professional fees and other related costs)		Lump sum	
3.	Once off	WIFI 7 access points	Supply, Installation, commissioning and testing of a next generation WIFI 7 network with ultra-fast speeds, low latency, and improved capacity, as per the specification, scope of works, plans and layouts, (inclusive of hardware, software, professional fees and other related costs)		Lump sum	
4.	Once off (at completion)	Server Room Migration	Secure decommissioning, migration, installation and testing of MHSC server room from current to new premises (inclusive of transportation, professional fees and in transit insurance)			
5.	Once off	Training	Provision of training for MHSC ICT personnel on the operation and maintenance of all 4 ICT solutions.		Lump sum	

Item	Frequency	Solution/ Activity	Description	Unit price (Incl VAT)	Quantity	TOTAL Price (Incl VAT)
6.	Monthly	Maintenance and Support year 1	Maintenance and Support for 24/7 remote monitoring of EnviroRac7 (cooling, power, security). On-site support for hardware failures. Firmware & software updates for HPE DL380 Generation-11 servers (Inclusive of warranty & SLA covering hardware, software, and migration risks) for 36 months for all 4 ICT solutions		12 Months	
7.	Monthly	Maintenance and Support year 2	Maintenance and Support for 24/7 remote monitoring of EnviroRac7 (cooling, power, security). On-site support for hardware failures. Firmware & software updates for HPE DL380 Generation-11 servers (Inclusive of warranty & SLA covering hardware, software, and migration risks) for 36 months for all 4 ICT solutions		12 Months	
8.	Monthly	Maintenance and Support year 3	Maintenance and Support for 24/7 remote monitoring of EnviroRac7 (cooling, power, security). On-site support for hardware failures. Firmware & software updates for HPE DL380 Generation-11 servers (Inclusive of warranty & SLA covering hardware, software, and migration risks) for 36 months for all 4 ICT solutions		12 Months	
9.	Once off	Project Management and client	All project management activities for the duration of the project, as outlined in the scope of work, including project planning,		Lump sum	

Item	Frequency	Solution/Activity	Description	Unit price (Incl VAT)	Quantity	TOTAL Price (Incl VAT)
		liaison during the project.	scheduling, reporting, quality assurance, weekly site meetings, risk management, stakeholder liaison and structured handover.			
10.	Once off	Health & Safety Compliance	Compliance with OHS Act inclusive of development of a OHS file.		Lump sum	
11.	Once off	Contingencies	Provide a sum of R100 000,00 (Hundred thousand rands) for adjustment of installations, to be used at the discretion of the Client and deducted in whole or in part if not required			R100 000.00
Total						

TOTAL BID PRICE (VAT Inclusive): R.....

Prices quoted are fully inclusive of all costs including applicable taxes and disbursements and other overheads. (Please note that all prices quoted should be **inclusive** of Value Added Tax (VAT) for the duration of the contract. Where applicable the price should include Supply, Delivery, Maintenance, Support and any other costs relating to this bid. Price changes whether because of CPI, PPI, industry extensions or expansions will be allowed in terms of the signed contract by both parties.)

4 PART C: BID SELECTION PROCESS

4.1 BID PREPARATION AND SUBMISSION

- 4.1.1 Number of ORIGINAL bid documents (Hard copies) for contract signing –
THREE

4.1.2 **Number of ORIGINAL bid documents (Electronic Copy) of the original document in PDF (USB) - ONE**

4.1.3 **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.

4.2 BID CLOSING

4.2.1 There shall be no public opening by the MHSC of the bids received.

4.2.2 There shall be no discussions with any enterprise until evaluation and adjudication of the proposal has been complete.

4.2.3 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.

4.2.4 All bids shall close on the specified date and time as stipulated in the bid document.

4.2.5 Bids received after closing time and date will be classified as LATE and will not be considered.

4.2.6 Bids submitted in any other manner other than the specified address (tender box) shall not be accepted.

4.3 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)	Comply	Do Not comply
Substantiation: The bidder must submit the fully completed and signed SBD1 (Invitation to Bid)		

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

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

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

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

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

4.4 TECHNICAL SPECIFICATIONS COMPLIANCE REQUIREMENTS (RETURNABLE DOCUMENTS)

This part of the specification shall be fully completed by the Bidder.

Technical specification requirements compliance will be tested as part of the due diligence based on returnable documents submitted and signatures on the Bid documents.

The MHSC has the right to order the removal and replacement of any ICT infrastructure equipment not conforming to the scope specifications.

The Bidder shall ensure that all performance specifications can be verified on request. Verification may include physical tests or demonstrations which the Bidder shall conduct at their own cost. All performance specifications shall be provided for the actual site conditions of the new building.

Solution 1: Network and Cabling

Bidder must provide a detailed specifications of the network cabling that will be used for the project	Comply	Do Not comply
Substantiation: The bidder must submit and attach to the bid response a detailed specification sheet from the OEM that complies with the specification in the scope of work.		

Solution 2: LAN Switching

Bidder must provide a detailed specifications of the LAN Switches that will be used for the project	Comply	Do Not comply
Substantiation: The bidder must submit and attach to the bid response a detailed specification sheet from the OEM that complies with the specification in the scope of work.		

Solution 3: Wi-Fi 7 Wireless Network

Bidder must provide a detailed specifications of the Wi-Fi 7 wireless network that will be used for the project	Comply	Do Not comply
Substantiation: The bidder must submit and attach to the bid response a detailed specification sheet from the OEM that complies with the specification in the scope of work.		

4.5 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.

4.5.1 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.

4.6 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.

4.7 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.

5 PART D: BID EVALUATION PROCESS

5.1 The evaluation process will be conducted in various stages.

- Stage 1: Technical Evaluation.
- Stage 2: Functionality Evaluation.
- Stage 3: Pricing and Specific Goals Evaluation.

To move to the next stage of evaluation, the previous stage of evaluation must have been fully complied with.

5.2 TECHNICAL EVALUATION – STAGE 1

- Evaluate the bid responses in line with the evaluation criteria detailed under paragraph “*Technical evaluation*”. Bidders must comply with the evaluation in this phase for their bid to progress to the next phase of evaluation.

Description	Comply	Not Comply
CRITERIA 1 Original Equipment Manufacturer A company must be a certified partner / reseller of the proposed LAN Switches brand / Original Equipment Manufacturer (OEM). (Provide a valid letter or certificate from the OEM)		
CRITERIA 2 Original Equipment Manufacturer A company must be a certified partner / reseller of the proposed Wi-Fi 7 Access Points brand / Original Equipment Manufacturer (OEM). (Provide a valid letter or certificate from the OEM)		

5.3 FUNCTIONALITY EVALUATION – STAGE 2

- Evaluate the bid responses in line with **the** evaluation criteria detailed under paragraph “*Functionality evaluation*. Bidders must achieve **[70%]** in this stage for their bid to progress to the next stage of evaluation.

Description of requirement	Weight
CRITERIA 1 Company Experience Bidders must provide reference letters demonstrating proven experience in all four (4) required solutions, namely: 1) ICT Network and Cabling, 2) LAN Switches, 3) Wi-Fi Wireless Network, and 4) Server Room Migration or Installation. a) Reference letters may be submitted individually for each solution or as combined letters covering multiple solutions. b) Reference letter(s) must be on a valid letter head, signed and include contact details for verification. c) The reference letters may be for any of the companies within the joint-venture / Consortium/Partnership or similar disclosed arrangement. - Valid letter(s) covering all 4 solutions = 5 points - Letter(s) covering less than 4 solutions, or no reference letter(s) attached or attached letter(s) not valid = 0 points	35
CRITERIA 2 Team Member Experience Provide CV(s) of at least one team member stating the number of years of experience in ICT Network and Cabling installation or support - Experience of 5 years or more = 5 points - Experience of 4 years but less than 5 years = 4 points.	10

Description of requirement	Weight
• Experience of 3 years but less than 4 years = 3 points. • Experience of less than 3 years or cv not attached or number of years of experience not stated = 0 point.	
CRITERIA 3 Team Member Experience Provide CV(s) of at least one team member stating the number of years of experience in LAN Switches installation or support • Experience of 5 years or more = 5 points • Experience of 4 years but less than 5 years = 4 points. • Experience of 3 years but less than 4 years = 3 points. • Experience of less than 3 years or cv not attached or number of years of experience not stated = 0 point.	10
CRITERIA 4 Team Member Experience Provide CV(s) of at least one team member stating the number of years of experience in Wi-Fi 6 or higher Wireless Network installation or support • Experience of 5 years or more = 5 points • Experience of 4 years but less than 5 years = 4 points. • Experience of 3 years but less than 4 years = 3 points. • Experience of less than 3 years or cv not attached or number of years of experience not stated = 0 point	10
CRITERIA 5 Team Member Experience Provide CV(s) of at least one team member stating the number of years of experience in Server Room Migration or Installation.	15

Description of requirement	Weight
• Experience of 5 years or more = 5 points • Experience of 4 years but less than 5 years = 4 points. • Experience of 3 years but less than 4 years = 3 points. • Experience of less than 3 years or cv not attached or number of years of experience not stated = 0 point.	
CRITERIA 6 Team Member Experience Provide CV(s) of at least one team member stating the number of years of experience in HPE Server (or equivalent) support • Experience of 5 years or more = 5 points • Experience of 4 years but less than 5 years = 4 points. • Experience of 3 years but less than 4 years = 3 points. • Experience of less than 3 years or cv not attached or number of years of experience not stated = 0 point.	10
CRITERIA 7 Project Proposal Provide a project proposal that includes the following: 1. The scope of work indicating an understanding of the project. 2. Description and sequencing of activities. 3. A project timeline aligned with the client expectations. • The project proposal covers all 3 items above = 5 points • The project proposal covers 2 items above = 3 points • The project proposal covers 1 item above = 1 point	10

Description of requirement	Weight
No attached proposal or none of the items above are covered = 0 points	
	100

5.4 PRICE AND PREFERENCE (SPECIFIC GOALS) EVALUATION – STAGE 2

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

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

80/20

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

Type equation here.

Where;

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

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

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

6 PART E: BID CONDITIONS

6.1 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?	☐ YES	☐ NO
Does the bidder have any intention of selling the bidding company within the next 12 months?	☐ YES	☐ NO

Does the bidder have any intention of selling the bidding company within the next 12 months to 60 months?	☐ YES	☐ NO
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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.

6.2 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.

6.3 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):

✓

.....
.....

✓

.....
.....

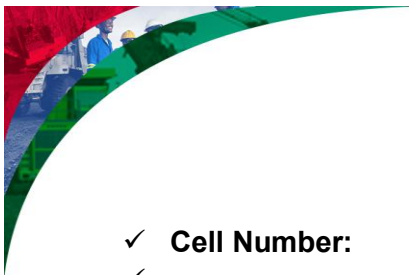
✓

- ✓ **Telephone Number:** -

✓

- ✓ **Fax Number:** -

✓

- 
- ✓ **Cell Number:**
 - ✓
 - ✓ **Email Address:**

6.4 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.

6.5 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

6.6 STANDARD CONDITIONS OF THE BID

MHSC reserves the right to request a presentation.

MHSC may conduct reference checks based on the references provided.

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.

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.

- i. **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.**
- ii. **Late submissions will not be accepted.**

- 
- iii. **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.**
 - iv. **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.**
 - v. **No service will be rendered, or goods delivered before an official MHSC Purchase Order has been issued.**
 - vi. **All questions regarding this bid must be forwarded to the designated email address within at least 24 hours after the bid has been issued.**
 - vii. **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.**
 - viii. **The MHSC shall evaluate each responsive submission in terms of the method of evaluation stated in the bid document.**
 - ix. **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.**
 - x. **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.**
 - xi. **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.



6.7 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.

6.8 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.

6.9 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). No advance payments / upfront payments are allowed.

6.10 DUE DILIGENCE

Where circumstances justifies it, MHSC reserves the right to conduct due diligence (e.g. review of specification sheets, interviews, presentations, and 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.

6.11 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.

6.12 REASONS FOR DISQUALIFICATION

MHSC reserves the right to disqualify any bidders who fall under one or more of the following categories below and the disqualification 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).
 - Bidders who submitted incomplete information and documentation according to the requirements of this RFB document.
 - Bidders who submitted information that is fraudulent, factually untrue or inaccurate information.
 - Bidders who received information not available to other potential bidders through fraudulent means.
 - Bidders who failed to comply with mandatory and technical requirements as stipulated in the RFB document.
 - Bidders who misrepresented or altered material information in whatever way or manner.
 - Bidders who promised, offered, or made gifts, benefits to any The Mine Health and Safety Council (MHSC) employee.
 - Bidders who canvassed, lobbied to gain unfair advantage.
 - Bidders who committed fraudulent acts.
 - Bidders who 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.

7 PART F: STANDARD BIDDING DOCUMENTS

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MINE HEALTH SAFETY COUNCIL					
BID NUMBER:	MHSC 014/2025-26	CLOSING DATE:	15 October 2025	CLOSING TIME:	11:00
DESCRIPTION	TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ICT INFRASTRUCTURE IMPLEMENTATION SOLUTION TO THE NEW BUILDING FOR MHSC WITHIN 12 WORKING WEEKS, AND MAINTENANCE AND SUPPORT FOR 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Western Woods Office Complex					
145 Western Service Road, B7 Maple Place					
Woodmead, 2191					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM OFFICE		CONTACT PERSON	SCM OFFICE	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@mhsc.org.za		E-MAIL ADDRESS	tenders@mhsc.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
7.1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		7.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO
 DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO
 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO
 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO
 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ YES ☐ NO
 IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
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. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
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

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 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.

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

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

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

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

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

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

2.3.1.5

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

2.3.1.6

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

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

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

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

The maximum points for this tender are allocated as follows:

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

2.3.1.8

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

2.3.1.9

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

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

2.3.1.10

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

80/20

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must,

in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

2.3.1.11

- (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 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (example)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black owned enterprises <i>"enterprises owned by black people"</i> . Persons historically disadvantaged on the basis of race:	Total Points: 10 100% black ownership = 10 76% to 99% black ownership = 8 61% to 75% black ownership = 6 41% to 60% black ownership = 4 20% to 40% black ownership = 2 0 to 19% black ownership = 0	For example, if the bidder's Black Ownership is between 61% and 75%, it will score/claim 6 points for 80/20	
<i>Black women owned enterprises</i> <i>"Enterprises owned by women"</i>	Total Points: 5 100% black women ownership = 5 76% to 99% black women ownership = 4	For example, if the bidder is 61 to 75% owned by Women, it will score/claim 3 points for 80/20.	

Persons historically disadvantaged on the basis of gender:	61% to 75% black women ownership = 3 41% to 60% black women ownership = 2 20% to 40% black women ownership = 1 0 to 19% black women ownership = 0		
<i>Enterprises owned by Youth</i> Persons historically disadvantaged on the basis of youth.	Total Points: 5 100% owned by youth = 5 76% to 99% owned by youth = 4 61% to 75% owned by youth = 3 41% to 60% owned by youth = 2 20% to 40% owned by youth = 1 0 to 19% owned by youth = 0	For example, if the bidder is 61 to 75% owned by Women, it will score/claim 3 points for 80/20.	
Total Points for Specific Goals	20.00		

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:

The information furnished is true and correct;

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

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;

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:

.....

.....

.....

8 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.

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

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 .

The following documents shall be deemed to form and be read and construed as part of this agreement:

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;
General Conditions of Contract; and
Other (specify)

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.

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.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

.

2

.

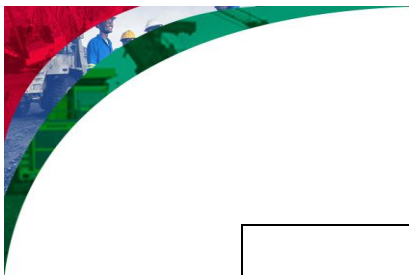
CONTRACT FORM - RENDERING OF SERVICES

8.2 PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

An official order indicating service delivery instructions is forthcoming.

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.



8.3 DESCRIPTION OF 8.4 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 ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

