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 I Fax: (011) 656 1796

REQUEST FOR QUOTATION (RFQ)

APPOINTMENT OF A SERVICE PROVIDER TO PROVISION AN INFORMATION AND COMMUNICATIONS TECHNOLOGY DISASTER RECOVERY SOLUTION FOR THE MINE HEALTH AND SAFETY COUNCIL FOR A PERIOD OF 12 MONTHS

RFQ NUMBER: 2216e

CLOSING DATE AND TIME: 25 November 2026 @ 11:00am

BID DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY TO THE FOLLOWING EMAIL ADDRESS:
ebids@mhsc.org.za **NB:** Only bid documents submitted via the designated email above will be accepted.

Enquiries: Any clarification required by a bidder regarding the meaning or interpretation of the document or any aspect concerning the submission is to be requested in writing from: **Supply Chain Management** – MHSC: **ebids@mhsc.org.za**

SBD 1

MHSC
Mine Health and Safety Council

1. 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:	2216e	**CLOSING DATE:**	25 NOV 2026	**CLOSING TIME:**	11:00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVISION AN INFORMATION AND COMMUNICATIONS TECHNOLOGY DISASTER RECOVERY SOLUTION FOR THE MINE HEALTH AND SAFETY COUNCIL FOR A PERIOD OF 12 MONTHS				
BID RESPONSE DOCUMENTS MUST BE SUBMITTED TO THE DESIGNATED EMAIL ADDRESS BELOW					
ebids@mhsc.org.za					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**SCM**	CONTACT PERSON	**SCM**
TELEPHONE NUMBER	**N/A**	TELEPHONE NUMBER	**N/A**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	ebids@mhsc.org.za	E-MAIL ADDRESS	ebids@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**
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		*ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?*	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED, WHERE APPLICABLE TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

STANDARD TERMS AND CONDITIONS OF RFQ

- A submission including the pricing submitted in response to this RFQ will constitute a binding offer which will remain binding and irrevocable for a period of **thirty (30) days** from the date of submission to the MHSC. Bidders may not modify their initial pricing offer whilst the RFQ validity period is still in force. **(RFQ Validity Period: 30 days from date of closure)**
- No service will be rendered, or goods delivered before an officially signed MHSC Purchase Order has been issued to the awarded bidder.
- It is the responsibility of the bidder to ensure that its response reaches MHSC on or before the closing date and time of the RFQ.
- Bidders may not make any alterations or additions to the content of this RFQ document, except to comply with the instructions issued by the MHSC.
- There shall be no discussions with any enterprise until evaluation of the proposal has been complete.
- RFQ's received after the closing time and date will be classified as **LATE** and will not be considered.
- With regards to pricing, where a bidder submits both a quote and SBD 3, should the total bid prices differ, or discrepancies be identified, the one indicated on the SBD 3 pricing schedule shall be considered the correct price.
- MHSC reserves the right to cancel this RFQ due to the following reasons:

  a) Due to changed circumstances, there is no longer a need for the services specified in this RFQ.
  b) Funds are no longer available to cover the total envisaged expenditure for the project.
  c) No RFQ meets the required specifications.
  d) There is a material irregularity in the RFQ process.
  e) Bidder fails to deliver in accordance with the requirements of the RFQ. The MHSC reserves the right to terminate the contract/PO during the first week after work has commenced should the appointed service provider have misrepresented themselves and/or their product and will not be able to fulfil the requirements as contained in the contract.

TERMS OF REFERENCE/SCOPE OF WORK

1.1. OVERVIEW

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 and Petroleum Resources (DMPR) on Mine Health and Safety (MHS) issues in the mining industry, relating to the development and implementation of the MHSC annual MHS research programme, reviewing and development of mining MHS legislation and dissemination (knowledge and technology transfer) of MHSC research outcomes to improve MHS conditions in the South African Mining Industry (SAMI). The MHSC is listed as a Public Entity (Schedule 3A) according to the PFMA, and in terms of government funding received for administrative purposes, as legislated by the MHSA.

1.2. DESCRIPTION

The MHSC would like to appoint an experienced service provider to provide an Information and Communications Technology (ICT) Disaster Recovery (DR) solution. The rationale to procure ICT DR services is to ensure the MHSC business operations continue as usual in an event of any business disruption and accounting officer declares it as a disaster.

The MHSC current ICT infrastructure is as follows:

a) Two physical hosts running Hyper-V virtual machines (the number of on-premises virtual machines is reducing as workloads move to the cloud).
b) Platform runs on Microsoft System Centre and Microsoft Windows Server.
c) On-premises systems remaining: the local network (LAN), Microsoft Active Directory (including DNS and DHCP) and ManageEngine.
d) PBX telephone system (to be replaced by a hosted VoIP PABX with its own DR in January 2027).
e) Dedicated internet fibre lines (primary and redundant) of 100 Mbps, to be upgraded to 200 Mbps.
f) FortiGate Firewall managed by the ISP.
g) Between 75 and 85 employees on site.

h) Most business applications, including Microsoft Exchange Online and SharePoint Online, are cloud-hosted with their providers' own DR arrangements and are excluded from replication under this RFQ.

Future Migrations (in the next 3 to six months)

a) MS Exchange online (already migrated)
b) MS SharePoint online (already migrated)
c) Active Directory Azure (February 2027)
d) Hosted VoIP PBAX with its own DR (in January 2027)

1.3. DETAILED SPECIFICATIONS/SCOPE OF WORK

The off-site ICT disaster recovery centre should be located within 30km – 75km away from the MHSC office.
The scope of work shall encompass the following:

1.3.1. ICT Disaster Recovery Infrastructure

- **Recovery of In-Scope On-Premises Systems**: Provide a DR solution for the remaining on-premises systems only, namely Active Directory (domain controller with DNS and DHCP), ManageEngine, and the network and firewall configurations. Cloud-hosted applications and the hosted VoIP PABX are excluded, as they have their own DR. Indicative DR capacity: up to four (4) virtual machines, to be confirmed during scope verification.
- **Data Replication**: Implement scheduled replication of the in-scope systems to the DR site with a Recovery Point Objective (RPO) of no more than 24 hours and a Recovery Time Objective (RTO) of no more than 8 hours, or better as proposed by the bidder.
- **Backup Solution**: Provide a robust backup solution for the DR environment with automated retention policies and restore capabilities.
- **Microsoft 365 Backup**: Provide an independent backup of Microsoft 365 data (Exchange Online, SharePoint Online, OneDrive and Teams) for up to 85 users, with a minimum of 90 days' retention and item-level restore, in line with the Data Residency requirement below.
- **Identity Migration**: The DR solution must accommodate the planned migration of Active Directory to Microsoft Entra ID (Azure AD) in February 2027. After the migration, DR for on-premises Active Directory must be scaled down or removed, with pricing adjusted accordingly.

1.3.2. Network Connectivity:

Provide a dedicated 1 Gbps point-to-point fibre link between the MHSC production site and the DR site.

- Enable VXLAN capabilities on the network link.
- Provide 200 Mbps internet bandwidth during DR testing and invocation, with network health status reporting.
- Provide VPN gateway and firewalls pre-configured and ready for activation during a disaster.

1.3.3. DR Site Facilities and Environmental Controls

Environmental Controls: The DR site must have the following:

- Uninterruptible Power Supply (UPS) with battery backup.
- Backup diesel generator or solar power supply.
- Air-conditioned data centre with redundant cooling systems (HVAC, CRAC units).
- Environmental and temperature monitoring systems (temperature and humidity controls).
- Fire suppression system (e.g., FM200, VESDA, CO2).
- Fireproof walls and doors.
- Leak detection systems.
- Flood protection systems (e.g., raised floor).
- Real-time monitoring systems.

Environmental Controls: The DR site must be a commercial-grade data centre with the following (a current independent facility certification, e.g., Uptime Institute Tier III or ISO/IEC 27001, may be submitted as supporting evidence):

- Uninterruptible Power Supply (UPS) with battery backup.
- Backup generator (diesel, or solar with battery storage) able to carry the full data centre load during extended power outages and load-shedding.
- Air-conditioned data centre with redundant cooling systems (HVAC, CRAC units).
- Real-time environmental monitoring (temperature and humidity) with alerting.

- Fire detection and gas-based fire suppression (e.g., VESDA detection with FM200 or inert gas suppression) in a fire-rated data hall.
- Water leak detection and flood protection (e.g., raised floor or elevated equipment placement).

1.3.4. Security and Access Control:

- 24/7 access to the DR site for MHSC ICT personnel (when required).
- Security, access control, and CCTV surveillance.

1.3.5. Business Continuity Management (BCM) Services

- Contingency Plan Review: Review and enhance developed contingency plans, including but not limited to crisis management plan, tactical plans, and business continuity plans in the first year of the contract. A comprehensive report to be submitted upon completion and reviewed annually thereafter.
- Maturity Assessment: Conduct a maturity assessment of the MHSC's BCM Program in the first year of the contract.

1.3.6. Training and Simulation Exercises:

- Conduct annual Crisis Management Team simulation exercises.
- Conduct annual Business Continuity and IT Coordinators training.

1.3.7. Test Certificates: Provide a test certificate upon completion of each business continuity test.

1.3.8. Testing and Reporting

- Initial DR Test: Conduct the first full-scale DR test within 90 days of successful DR service implementation and migration of all systems and data.
- Bi-annual DR Tests: Conduct DR tests twice a year (at least one of which must be a full-scale test) and provide a test report after each test.
- Status Meetings: Conduct quarterly status meetings and submit monthly reports.
- Health Status Reports: Provide environment controls health status monitoring reports and network health status reports during test days and DR invocation.
- As-Built Documentation: Provide comprehensive as-built documentation after final implementation and testing.

1.3.9. Support and Maintenance

- **Technical Support**: Provide technical support at the DR site during and after normal working hours, on DR test days, and during invocation.
- **Service Level Agreement (SLA):** The contractor must provide ICT DR services as per the following service measurement principles:

Priority Code	Severity	Target Response Time	Target Resolution Time
P1	Critical	Within 1 Hour	4 Hours
P2	High	Within 2 Hours	8 Hours
P3	Medium	Within 4 Hours	2 Working Days
P4	Low	Within 8 Hours	2 Working Days

- **Change Management**: Formally notify MHSC of any changes in the ICT DR environment that may affect service provision. Should the contractor relocate the DR site, the cost of relocation shall be borne by the contractor, and MHSC must be notified 6 months prior to relocation.

1.3.10. Compliance and Certification

- **Data Residency**: No MHSC data will reside outside the borders of Gauteng province, South Africa.
- **Data Destruction**: At the end of the contract, all MHSC data on the DR environment must be destroyed in compliance with all relevant South African laws and regulations after releasing a good copy to MHSC.
- **Compliance Certificates**: Provide building compliance certificate and demonstrate compliance with OHS Act, ISO 22301, and applicable by-laws.

1.3.11. Office Address

The MHSC office is situated in Tuscany Office Park, 6 Coombe Pl, Rivonia, Sandton.

1.3.12. OUTPUTS / DELIVERABLES

- Provide a comprehensive DR solution.
- Provide secure site-to-site VPN connectivity between the MHSC office and the DR site.
- Conduct bi-annual DR tests.
- Provide a DR test report after each test.
- DR solution quarterly status meetings.
- Submit monthly reports during the meetings.
- 24 hours access to the DR site for MHSC ICT personnel.
- Provide training and skills transfer to the MHSC ICT team.

1.4. SITE INSPECTION

The site must be located 30km to 75km from the MHSC office and have:

- A functional uninterrupted backup power supply.
- An operational Data Centre with environmental controls.
- 24/7 accessibility.

1.5. CONTRACT PERIOD

The required services will be required to be delivered within a period of Twelve (12) months

RFQ EVALUATION PROCESS

SCM COMPLIANCE REQUIREMENTS (RETURNABLE DOCUMENTS)

The RFQ will be evaluated in various phases as mentioned below:

a) **Phase 1:** SCM compliance requirements (returnable documents).
b) **Phase 2:** Mandatory/Technical evaluation.
c) **Phase 3:** Functional evaluation
d) **Phase 4:** Site Evaluation
e) **Phase 5:** Price and Specific Goals evaluation.

Phase 1: SCM Compliance requirements (Returnable documents)

RFQs received will be verified for completeness and correctness. MHSC reserve the right to accept or reject an RFQ based on the completeness and correctness of the documentation and information provided. SBD forms are both mandatory (compulsory to complete) and returnable (required to be submitted back to the MHSC, meaning these are mandatory administrative returnable documents which bidders are required to complete and submit as part of their bid responses).

Returnable documents are categorized as follows:

Invitation to Bid (SBD 1)	Fully completed and signed. Any omission or discrepancies will be assessed by MHSC based on its nature and materiality. Failure to meet the applicable requirements may result in disqualification.
Bidders' Disclosure form (SBD 4)	Fully completed and signed. Any omission or discrepancies will be assessed by MHSC based on its nature and materiality. Failure to meet the applicable requirements may result in disqualification.
SBD 6.1 (Preference Claim Form)	Fully completed and signed. **Proof of evidence:** • valid and certified sworn affidavit or B-BBEE certificate. • Bidders should ensure the points are correctly claimed for the specific goals and information is captured correctly and information is true. Any omission or discrepancies will be assessed by MHSC based on its nature and materiality. Failure to meet the applicable requirements may result in disqualification.

Pricing Schedule (SBD 3).	The bidder must submit and attach to the RFQ response a fully completed pricing Schedule (SBD 3). Pricing schedules must be completed **in full**. Prices are valid for period of 30 days in line with the validity period. ***Failure to comply with requirements will render the bidder non-responsive.***

NB: ***MHSC only conducts business with bidders whose tax matters and CSD registration are in order. It is the responsibility of the bidder to ensure they are tax compliant and are registered on CSD at time of submitting their response. Failure to comply in terms of tax obligations as per relevant legislation and failure to comply with CSD registration will result in the bidder being non-responsive.***

Phase 2: Technical / Functional/ Mandatory Evaluation

Mandatory requirements.

The following requirements which are mandatory must be complied with by the bidder. Please note that bidders will not be evaluated further if they do not provide evidence confirming compliance with any of the specified mandatory requirements.

NO	DESCRIPTION	COMPLY	NOT COMPLY
1.	**Service providers must provide MHSC with proof of either (a) a valid Microsoft Solutions Partner designation in Infrastructure (Azure) or Private Cloud, or (b) current partner status with the vendor of the proposed backup or replication solution (e.g., Veeam, Commvault or Microsoft).** *(Attach valid proof: for (a), the Solutions Partner designation as displayed in the Microsoft Partner Center, or an official partner certificate issued by Microsoft confirming active status in the required solution area; for (b), a partner certificate or letter from the vendor confirming the bidder's current partner status.)* **The designation or partner status must be valid on the date of the closure of the bid.**		

Phase 3: Functionality/technical evaluation phase

Functional Evaluation.

Bidders must achieve 70% in this phase for their bid to progress to the next phase of evaluation

NO	CRITERIA	WEIGHTING
1.	**CRITERIA 1 REFERENCE LETTERS** **BIDDER MUST SUBMIT REFERENCE LETTERS AS FOLLOWS:** **SIGNED REFERENCE LETTERS ON A VALID LETTER HEAD WITH CONTACTABLE DETAILS FROM ORGANISATIONS WHERE PREVIOUS OR CURRENT ICT DISASTER RECOVERY SERVICES ARE CONDUCTED (ATTACH REFERENCE LETTERS):** • 3 or more reference letters that meet the above requirements = 5 points • 2 reference letters that meet the above requirements = 4 points	**10**

NO	CRITERIA	WEIGHTING
	• 1 reference letters that meet the above requirements = 3 points • No reference letters / reference letter that do not meet the above requirements = 0 points	
2.	**CRITERIA 2 EXPERIENCE OF MEMBERS** **EXPERIENCE OF AT LEAST ONE (1) TEAM MEMBER IN HYPER V SOLUTION (OR EQUIVALENT).** **BIDDER MUST ATTACH A CV OF AT LEAST ONE TEAM MEMBER STATING THE NUMBER OF YEARS OF EXPERIENCE IN HYPER V SOLUTION (OR EQUIVALENT).** • 5 years or more experience of at least one (1) team member in hyper v solution (or equivalent) = 5 points • 4 years but less than 5 years' experience of at least one (1) team member in hyper v solution (or equivalent) = 4 points • 3 years but less than 4 years' experience of at least one (1) team member in hyper v solution (or equivalent) = 3 points • Less than 3 years' experience of at least one (1) team member in hyper v solution (or equivalent) = 0 points	**35**
3.	**CRITERIA 3 EXPERIENCE OF MEMBERS** **EXPERIENCE OF AT LEAST ONE (1) TEAM MEMBER IN BACKUP OR REPLICATION TOOL.** **BIDDER MUST ATTACH CV OF AT LEAST ONE TEAM MEMBER STATING THE NUMBER OF YEARS OF EXPERIENCE IN BACKUP OR REPLICATION TOOL.**	**35**

NO	CRITERIA	WEIGHTING
	• 5 years or more experience of at least one (1) team member in backup or replication tool = 5 points • 4 years but less than 5 years' experience of at least one (1) team member in backup or replication tool = 4 points • 3 years but less than 4 years' experience of at least one (1) team member in backup or replication tool = 3 points • Less than 3 years' experience of at least one (1) team member in backup and replication tool = 0 points	
4.	**CRITERIA 4 QUALIFICATIONS** **QUALIFICATIONS IN BACKUP OR REPLICATION OF THE INDIVIDUAL EVALUATED IN CRITERIA 3.** **BIDDER MUST ATTACH VALID QUALIFICATION CERTIFICATES IN BACKUP OR REPLICATION.** • Backup or replication certificate of the individual evaluated in criteria 3 = 5 points • No certificate / Irrelevant certificate of the individual evaluated in criteria 3 = 0 points **The certification must be valid on the date of the closure of the bid.**	**20**
TOTAL		**100**

Note: *Bidders are to ensure that the team members used in the proposal must be the same team to execute the project. In instances whereby the team members resign, it is the bidder's responsibility to ensure they replace those resources with resources of the same expertise and experience.*

Phase 4: Site Evaluation

Bidders who met the 70% threshold under the above functional / technical criteria will progress to site inspection process to check suitability of facilities that will enable the service provider to execute this service. e.g. Site location (30km or to 75km), backup power facility, data centre. In order for the bidder to progress to the final phase of price and specific goals, a minimum of 70% overall must be obtained on the site visit evaluation.

NO	CRITERIA	WEIGHTING
1.	**CRITERIA 1 LOCATION OF EXISTING DR FACILITY** **EXISTING DR FACILITY LOCATED BETWEEN 30 AND 75 KILOMETERES FROM THE MHSC OFFICES AND WITHIN GAUTENG PROVINCE.** • **THE BIDDER MUST ATTACH PROOF OF THE DR FACILITY ADDRESS. (Proof of address: municipal / utility bill or lease agreement or bank statement or rates and taxes invoices.)** • An existing DR facility located between 30 and 75 kilometres = 5 points • Less than 30 kilometres and more than 75 kilometres = 0 points	**30**
2.	**CRITERIA 2 BACKUP POWER SUPPLY** **DOES THE FACILITY HAVE UNINTERRUPTED BACKUP POWER SUPPLY?** • Fully functioning backup power supply = 5 points • No backup power / backup power supply not fully functional = 0 points	**35**
3.	**CRITERIA 3 DATA CENTRE** **DOES THE DR SITE HAVE A COOLING SYSTEM, FIRE SUPPRESSION SYSTEM, UNINTERRUPTED POWER SUPPLY, ACCESS CONTROL SYSTEM AND FLOOD PROTECTION (E.G., RAISED FLOOR OR LEAK DETECTION)?** • A data centre that has 5 above mentioned items = 5 points	**35**

	• A data centre with less than 5 items mentioned criteria = 0 points	
TOTAL		**100%**

Phase 3: Price and Specific Goals Evaluation

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. Price changes whether because of CPI, PPI, industry extensions or expansions will be allowed in terms of the signed contract by both parties.)
4.	**Submission of pricing:** bidders must submit their pricing proposals with the technical proposal. The pricing folder must be clearly labelled as such.
5.	**Validity Period: SBD 3 is valid for 30 days from date of closure of this RFQ**
6.	**Payment terms: Payment will be made in accordance with Treasury Regulations 15.10.1.and 8.2.3 (within 30 days from receipt of invoice after completion of deliverables).**
PRICE SCHEDULE (SBD 3.1 Firm Unit Prices)	

Tenderers are required to complete the following schedule of prices and ensure that the total price submitted encompasses all costs necessary to fulfil the requirements outlined in the specifications/scope of work. The total price is determined by multiplying the quantity of each line item by the corresponding unit price. Tenderers must include all necessary items and associated costs in their pricing schedule, as **NO ADDITIONAL OR HIDDEN COSTS WILL BE ACCEPTED OR CONSIDERED**.

No	Description/ Projects	Frequency	Once off Fees	Monthly	Total
1	**Project management** a) Scope verification and finalisation of the Statement of Work (SOW) b) Finale Project Milestones. c) Project Charter. d) Project Management throughout the Project Lifecycle.	Once off	**R**		**R**
2	**Internet Site connectivity** a) Minimum 100 Mbps internet bandwidth at DR site, scalable to 200 Mbps (active during DR testing and invocation) b) Network health status reporting	Monthly		**R**	**R**

No	Description/ Projects	Frequency	Once off Fees	Monthly	Total
3	**DR Solution and deployment** a) Licenses. b) Server. c) Assessment & Discovery, Solution development, Implementation, Pilot (DR tests). d) Microsoft 365 backup (Exchange Online, SharePoint Online, OneDrive and Teams).	Annually		**R**	**R**
4	**Support and Maintenance** a) Telephone support levy. b) Local standard support. c) Standard maintenance. d) Customer response levy. e) Remote support. f) DR test (2 tests per year).	Monthly		**R**	**R**
Sub-total **VAT @ 15%** **Grand Total**					**R** **R** **R**

TOTAL BID PRICE (VAT Inclusive): R……

Specific goals

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:

(i) **Price** - with the lowest priced bid receiving the highest price score as set out in the Preferential Procurement Regulations 2022.

(ii) **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

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

Where;

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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.

1.4. PRICE NEGOTIATIONS

The award of this RFQ may be subject to price negotiations where there are opportunities where prices are not market related. Under no circumstances will negotiation with any Bidders, constitute an award or promise/ undertaking to award the contract.

1.5. 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.

1.6. OCCUPATIONAL HEALTH AND SAFETY

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.

1.7. 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.

GENERAL CONDITIONS OF CONTRACT (GCC)

In accordance with the Framework for Supply Chain Management [Section 76 (4) (c) of the PFMA] that was promulgated in Government Gazette Number 25767 on 5 December 2003 as Treasury Regulations, National Treasury is required to issue general conditions of contract and bid documentation for supply chain management. This Request for Quotation and any contract emanating from this Request for Quotation are subject to the General Conditions of Contract (GCC) which were revised in July 2010. The General Conditions of Contract (GCC) revised and issued by National Treasury in July 2010 are available on the website of National Treasury.

http://ocpo.treasury.gov.za/Resource_Centre/Legislation/General%20Conditions%20of%20Contract-%20Inclusion%20of%20par%2034%20CIBD.pdf

The SBD 7 contract form will be required, where applicable, from the recommended bidder upon award.

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 site visits, reference checks and requests for additional information. The MHSC may where applicable request samples from the bidder/s to confirm capability.

RFQ AWARD

Awarding of RFQ's will not be published on the National Treasury e-tender portal or MHSC' website. No regret letters will be sent out. An RFQ is considered awarded when an official purchase order as signed by the delegated authority of the MSC is issued to the service provider. Goods may be delivered, or services may be rendered only with an official purchase order as signed and issued by the MHSC.

REASONS FOR DISQUALIFICATION

MHSC reserves the right to disqualify any bidders who do not comply with one or more of the following RFQ 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 RFQ 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 RFQ 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 their response reaches the MHSC on the stipulated date and time.

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".

MHSC
Mine Health and Safety Council

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.

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

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.

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:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. **POINTS AWARDED FOR PRICE**

3.1.1 **THE 80/20 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

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

(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 (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 "*enterprises owned by black people*". 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	

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

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: ……

……

……
……