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)

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF AI-POWERED MINUTE-TAKING SOFTWARE, LICENSES, SUPPORT, AND SECURE TENANCY MANAGEMENT FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

RFQ NUMBER: 2576

CLOSING DATE AND TIME: 09 September 2026 @ 11:00

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:	2576	**CLOSING DATE:**	09 September 2026	**CLOSING TIME:**	11:00
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF AI-POWERED MINUTE-TAKING SOFTWARE, LICENSES, SUPPORT, AND SECURE TENANCY MANAGEMENT FOR A PERIOD OF THIRTY-SIX (36) 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		TELEPHONE NUMBER	
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 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 official MHSC Purchase Order has been issued to the awarded bidder.
- It is the responsibility of the bidder to ensure that its response reaches MHSC on or before the closing date and time of the RFQ.
- Bidders may not make any alterations or additions to the content of this bid document, except to comply with the instructions issued by the MHSC.
- There shall be no discussions with any enterprise until evaluation of the proposal has been complete.
- RFQ's received after closing time and date will be classified as **LATE** and will not be considered.
- With regards to pricing, where a bidder submits both a quote and SBD 3, should the total bid prices differ, or calculation errors 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 is a national public entity (Schedule 3A) established in terms of the Mine Health and Safety Act, No 29 of 1996, as amended.

The entity comprises a tripartite board represented by State, Employer, and Labour members under chairmanship of the Chief Inspector of Mines. The MHSC is funded by public revenue and is accountable to Parliament.

The main task of the Council is to advise the Minister of Mineral Resources on occupational health and safety legislation and research outcomes focused on improving and promoting occupational health and safety in South African mines. The Council also oversees the activities of its committees; promotes a culture of health and safety in the mining industry; arranges a summit every two years to review the state of occupational health and safety at mines; and liaises with the Mining Qualifications Authority and any other statutory bodies about mining health and safety.

1.2 DETAILED SPECIFICATIONS/SCOPE OF WORK

The MHSC seeks to appoint a suitably qualified service provider to assist with:

- Provision of AI-powered minute-taking software licenses for a minimum of 35 users (with scalability to 65), including all core transcription, summarisation, and administration features.
- AI-powered real-time transcription, speaker identification, and automated summarisation of meetings, with extraction of decisions, action items, and key discussion points.
- Secure, private AI processing ensuring that all audio, transcripts, and derived data are processed and stored within the MHSC's own tenant or on-premise infrastructure, and not shared with any external AI agent, public cloud AI service, or used for model training.
- POPIA compliance and South African data residency, ensuring all personal information remains within South African borders unless explicit lawful mechanisms are in place.

• Management of the software tenancy (including configuration, user onboarding/offboarding, monitoring, policy updates, and ongoing administration).
• Integration with existing meeting platforms (Microsoft Teams, Zoom, and optionally Google Meet).
• Training and skills transfer to the MHSC internal staff.
• Ongoing technical support for the duration of the contract.

The appointed service provider will be expected to provide the following over a 36-month contract period:

Item	Description	Quantity / Frequency
1	AI Minute-Taking Software licenses for 35 users (scalable to 65) — including real-time transcription, automated summarisation, action item extraction, speaker identification, and full administrative controls.	Annually (for 3 years)
2	Secure AI processing engine deployment within the MHSC's dedicated tenant or on-premise environment, ensuring no external data sharing with third-party AI models.	Once-off (setup) + ongoing management
3	Technical support (Office hours (Monday to Friday 08h00 to 17h00) telephone support, portal access, knowledge base, and system health monitoring).	Annually (for 3 years)
4	Tenancy management (configuration, user onboarding/offboarding, policy updates, security patching, and compliance reporting).	Annually (for 3 years)
5	Training for 4 people (MHSC ICT team) on system administration, security configuration, and compliance management.	Once-off

Specifications — AI Minute-Taking Software Features the AI minute-taking solution must include the following capabilities:

Feature Area	Description
Real-Time Audio Capture & Transcription	High-quality audio recording with live, real-time transcription; accuracy of ≥95% for clear, standard speech; support for live recording and upload of pre-recorded files.
Speaker Identification (Diarisation)	Automatic labelling and differentiation of multiple speakers within a meeting transcript.
Automated Summarisation	AI-generated structured meeting summaries, including executive overviews, key discussion points, decisions made, and action items assigned.
Action Item Extraction	Automatic detection and listing of tasks, owners, and deadlines from meeting dialogue.
Customisable Templates	Configurable minute formats for different meeting types (board, executive, research committee, project, tripartite engagements, etc.) with citation linking back to source transcript segments.
Manual Editing & Review	User-friendly interface allowing administrators and meeting owners to review, edit, and approve AI-generated minutes before distribution.
Search & Archive	Fully searchable meeting archive with advanced filtering (by date, participant, keyword, meeting type). Export to Word, PDF, plain text, and Markdown.
Integration	Native integration with Microsoft Teams and Zoom (and optionally Google Meet) for seamless meeting capture and transcript synchronisation.
Role-Based Access Control (RBAC)	Granular permissions to control who can view, edit, delete, or administer meeting records.

Single Sign-On (SSO)	Support for SAML/OIDC-based SSO integration with the MHSC's identity provider.

Included Features

All licenses are to be provided for 35 users for a period of 36 months (annual renewals), with scalability to 65 users. The service provider shall manage the tenancy, including but not limited to:
• Secure deployment of the AI processing engine within the MHSC's dedicated tenant or on-premise infrastructure. • User onboarding and offboarding.
• Policy configuration (retention, security, access).
• Regular system health checks and performance monitoring.
• Security patching and vulnerability management.
• POPIA compliance monitoring and reporting support.
• Explicit prohibition on using MHSC data for external AI model training or sharing with any third-party AI agents.

Training: A once-off training session for 4 MHSC ICT team members (to be delivered within 3 months of contract commencement), covering system administration, security configuration, compliance reporting, and troubleshooting.

Support: Office hours (Monday to Friday 08h00 to 17h00) telephone support, portal access, knowledge base, and dedicated account management.

Special Conditions

• The service provider must provide a legally binding commitment that:
    o All audio, transcript, and metadata are processed and stored within the MHSC's dedicated tenant or on-premise infrastructure.
    o No data is transmitted to, or processed by, any external AI model provider, public cloud AI service, or third-party agent.
    o The AI models used for transcription and summarisation are either:
        ▪ Deployed on-premise within the MHSC's environment; or

▪ Run within a dedicated, isolated tenant where the MHSC's data is not commingled with other customers' data, and the vendor's personnel cannot access the data without explicit authorisation.

o MHSC data is not used to train or improve the vendor's general AI models.

• The service provider must demonstrate the capability to host all data within South African borders (South African data residency) or, if using a global cloud provider, must host within a South African data centre region with full tenant isolation.

• The service provider must be POPIA-compliant and provide a signed Data Processing Agreement (DPA) that allocates appropriate obligations to the service provider as an Operator under POPIA.

• The service provider must hold a valid ISO/IEC 27001 or SOC 2 Type II certification for information security management (proof required at bid submission).

• The service provider must be a certified partner of the proposed software solution (proof required at bid submission).

Outputs / Deliverables

The service provider must deliver the following outputs over the contract period:

Item	Deliverable	Description	Timeline
1	Fully Deployed & Configured AI Minute-Taking Solution	Complete installation, configuration, and deployment of the AI minute-taking software within the MHSC's dedicated tenant or on-premise infrastructure, including integration with Microsoft Teams and Zoom.	Within 4 weeks of contract commencement
2	Secure AI Processing Environment	Deployment and validation of the secure AI processing engine ensuring all audio, transcription, and metadata are processed and stored within the MHSC's controlled environment with no	Within 4 weeks of contract commencement

		external data sharing with third-party AI agents or model providers.	
3	System Integration	Successful integration with MHSC's existing meeting platforms (Microsoft Teams and Zoom) enabling seamless meeting capture, transcription, and minute generation.	Within 4 weeks of contract commencement
4	Training Completion	Delivery of a once-off training session for 4 MHSC ICT team members covering system administration, security configuration, compliance reporting, and troubleshooting.	Within 3 months of contract commencement
5	System Documentation	Provision of comprehensive system documentation including: - Admin User Guide - End-User Quick Reference Guide - Security & Compliance Configuration Manual - Troubleshooting Guide	At go-live (within 4 weeks of contract commencement)
6	POPIA Compliance Documentation	Provision of a signed Data Processing Agreement (DPA), Privacy Impact Assessment (PIA) support documentation, and evidence of South African data residency compliance.	Prior to system go-live
7	Licenses Provisioning	Provision of AI minute-taking software licenses for 35 users (scalable to 65) for each year of the 36-month contract period.	Annually, prior to license expiry

8	Tenancy Management	Ongoing administration of the software tenancy, including: - User onboarding and offboarding - License assignment and management - Policy configuration (retention, security, access) - System health checks and performance monitoring - Security patching and vulnerability management - POPIA compliance monitoring and reporting	Continuous throughout the contract period
9	Technical Support	Provision of technical support during office hours (Monday to Friday 08h00 to 17h00) including: - Telephone support - Portal access - Knowledge base access - Incident response, troubleshooting, and resolution	Continuous throughout the contract period
10	Health & Security Reporting	Regular reports (monthly or as agreed) on: - System health and uptime - Security posture - License usage and utilisation - Compliance status	Monthly throughout the contract period
11	Change Management Support	Assistance with any changes to the AI minute-taking environment, including upgrades, new feature deployments, or	As required during the contract period

		scalability adjustments as required by MHSC.	

Service Level Agreement (SLA) Requirements

The service provider must adhere to the following service level requirements:

Metric	Target	Measurement
System Availability	99.5% uptime (excluding scheduled maintenance)	Monthly reporting
Incident Response Time	Within 4 hours for critical issues; within 24 hours for non-critical issues	Incident tickets
Incident Resolution Time	Critical: within 24 hours; High: within 48 hours; Medium/Low: within 5 business days	Incident tickets
Support Availability	Monday to Friday, 08h00 to 17h00 (South African Standard Time)	Service desk records
User Onboarding	Within 2 business days of request	User provisioning records
Security Patch Deployment	Within 7 days of patch release (critical patches within 48 hours)	Patch management logs
Reporting	Monthly health, security, and compliance reports delivered by the 7th business day of the following month	Report delivery records
Training Delivery	Within 1 month of contract commencement	Training attendance records

Exclusions

The following items are excluded from the scope of this contract:

• Hardware procurement (desktops, servers, or networking equipment).

• Internet connectivity or bandwidth upgrades.

- Microsoft 365, Teams, or Zoom platform licenses (these are provided separately by MHSC).
- Any services or deliverables not explicitly stated in this Terms of Reference.

1.3 CONTRACT PERIOD

The contract will be valid for a period of 36 months.

RFQ EVALUATION PROCESS

SCM COMPLIANCE REQUIREMENTS (RETURNABLE DOCUMENTS)

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

1. **Phase 1:** SCM compliance requirements (returnable documents).
2. **Phase 2:** Mandatory/Technical evaluation.
3. **Phase 3:** 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.

No award will be done without complete provision of returnable documents and any schedules.

Returnable documents are categorized as follows:

Invitation to Bid (SBD 1)	Fully completed and signed.
Bidders' Disclosure form (SBD 4)	Fully completed and signed.

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.
Pricing Schedule (SBD 3).	The bidder must submit and attach to the RFQ response fully completed pricing Schedule (SBD 3). Pricing schedules must be completed **in full**.
Proof of registration on the Central Supplier Database (CSD) of National Treasury	Please provide proof of registration on the Central Supplier Database. Only suppliers who are registered with the Central Supplier Database (CSD) will be considered.
Tax Verification	Proof of Tax Verification PIN from SARS or CSD supplier number

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

Phase 2: Mandatory Evaluation

Mandatory requirements.

The following Technical / Functional 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.

MANDATORY TECHNICAL / FUNCTIONAL	COMPLY	NOT COMPLY
Service provider must provide a **certified partner certificate** (or letter from the software vendor confirming active partner status). (Attach valid copy — must be valid on the closing date of the RFQ.) Expired letters will not be considered		

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)

The following Schedule of Prices must be completed by the Tenderer. The total price must include everything necessary to complete the terms of the Specifications or scope of work.
Total Cost is determined by multiplying quantity by unit price for all line items.

Quantity	Description	Unit price Excluding VAT	TOTAL Price Excl VAT
35	AI Minute-Taking Software licenses for 35 users (includes real-time transcription, summarisation, action item extraction, speaker ID, RBAC, SSO, and secure private AI deployment)	**R**	**R**
35	Technical Support & Tenancy Management (office hours support, system monitoring, security patching, user admin, compliance reporting).	**R**	**R**
30	AI Minute-Taking Software licenses for 65 users (includes real-time transcription, summarisation, action item extraction, speaker ID, RBAC, SSO, and secure private AI deployment) Note: For scalability to 65 licences	**R**	**R**
30	Technical Support & Tenancy Management (office hours support,	**R**	**R**

	system monitoring, security patching, user admin, compliance reporting). Note: For scalability to 65 licences		
1	Implementation, Deployment, Secure AI Engine Setup, and Training for 4 people (system admin, security, compliance).	**R**	**R**
SubTotal Excl VAT			**R**
VAT@15%			**R**
Grand Total incl VAT			**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 (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

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

2.2.1 If so, furnish particulars:
……
……

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

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

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

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

MHSC
Mine Health and Safety Council

SBD 6.1

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

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

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

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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	For example, if the bidder's Black Ownership is between 61% and 75%, it will score/claim **6** points for 80/20	

	0 to 19% black ownership = 0		
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 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:

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: ……

……

……
……