



MHSC

**SBD 1
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE
MINE HEALTH AND SAFETY COUNCIL**

RFP NUMBER:	MHSC001/2023-24
CLOSING DATE:	27 June 2023
CLOSING TIME:	11:00 AM
COMPULSORY BRIEFING SESSION DATE AND TIME:	09 June 2023 Time: 14H00
BID VALIDITY PERIOD:	90 days (commencing from the RFP Closing Date)
DESCRIPTION OF BID:	Appointment of a service provider to undertake research project CoE210101 "Effects of Cannabis on Occupational Health and Safety in the SAMI and benchmark for maximum allowable blood level of Cannabis at the workplace"
PHYSICAL ADDRESS	MHSC OFFICES SITUATED AT B7; MAPLE NORTH; 145 WESTERN SERVICE ROAD; WESTWOOD BUSINESS PARK; WOODMEAD.
BID DOCUMENTS DELIVERY ADDRESS	SAME AS ABOVE
ENQUIRIES	tenders@mhsc.org.za
For Attention:	THE SCM MANAGER
NB: Bidders must ensure that they sign the register on top of the Bid Box when submitting the bids.	

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

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

The bid box is generally open 8 hours a day, 5 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE..... NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE..... NUMBER.....

E-MAIL ADDRESS.....

Invitation to Bid/ Appointment of a service provider to undertake research project CoE210101 "Effects of Cannabis on Occupational Health and Safety in the SAMI and benchmark for maximum allowable blood level of Cannabis at the workplace" Bid MHSC001/2023-24

VAT REGISTRATION NUMBER.....

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES WORKS OFFERED?

YES, or NO **[IF YES ENCLOSE PROOF]**

SIGNATURE OF BIDDER

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE: R..... (Total bid price including VAT and any other charges)

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Tel: 011 656 1797

E-mail address: tenders@mhsc.org.za

CONDITIONS AND UNDERTAKINGS BY BIDDER

- 1.1 **The Bid forms should not be retyped or redrafted but photocopies may be prepared and used.** However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.
- 1.1.1 Black ink should be used when completing Bid documents.
- 1.1.2 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. MHSC will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- 1.2 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to MHSC on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.
- 1.3 I/We agree that -
- 1.3.1 The offer herein shall remain binding upon me/us and open for acceptance by MHSC during the validity period indicated and calculated from the closing hour and date of the Bid;
- 1.3.2 the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and
- 1.4 **NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**
- 1.5 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 1.6 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

Signature(s) of Bidder or assignee(s)	Date
Name of signing person (in block letters)	
Capacity	
Are you duly authorized to sign this bid?	
Name of Bidder [company name] (in block letters)	
Postal address (in block letters)	
Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)	
.....	
.....	
.....	
.....	
Telephone Number.....	Fax Number
Cell Number.....	Email Address

INSTRUCTIONSTO BIDDER

1 Confidential information disclosure notice

- 1.1 This document may contain confidential information that is the property of Mine Health and Safety Council (MHSC).
- 1.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from MHSC.
- 1.3 All copyright and Intellectual Property herein vests with MHSC.

2 Introduction

2.1 Purpose

- 2.1.1 The purpose of this Request for Bid (RFP) is an invitation to potential suppliers (hereinafter referred to as "Bidders") to submit Bids for the items/products/solutions as detailed under Annex A: Technical/solution specification.

2.2 Objectives

- 2.2.1 The following objectives must be achieved with the implementation of the above required solution:
 - 2.2.1.1 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria, MHSC intends to select a preferred bidder/s with the view of concluding a service level agreement (SLA) where applicable with such successful bidder. The Bid shall be evaluated in terms of the PPPR 2022 (80/20).

2.3 Queries

- 2.3.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFP document, please refer queries, in writing, to the contact person(s) listed below. Under no circumstances may any other employee within MHSC be approached for any information. Any such action may result to disqualification of a response submitted in response to the RFP. MHSC reserves the right to place responses to such queries on the website.

Name	Type of Query	Email address
Molau Ramabu	Bid Queries	tenders@mhsc.org.za

Enquiries should reference specific paragraph numbers, where appropriate.

All questions/enquiries must be forwarded in writing not later than **19 June 2023 at 11h00**.

Questions/enquiries received after 11h00 on **19 June 2023** will not be considered.

Bidders are not allowed to contact any other MHSC staff in the context of this tender other than the indicated official under 2.3.1.

2.4 Bid Documents

- 2.4.1 Bids must be **hand delivered or (if couriered) reach** to MHSC by **24** hours before closing date and time.
- 2.4.2 Bid documents must contain **one original document, initialled on each page, and signed where required and 02 (Two) copies** thereof. (Separate envelopes: one for financials (Pricing), one original for Technical document and two copies).

3 General rules and instructions

3.1 Confidentiality

Invitation to Bid/ Appointment of a service provider to undertake research project CoE210101 "Effects of Cannabis on Occupational Health and Safety in the SAMI and benchmark for maximum allowable blood level of Cannabis at the workplace" Bid MHSC001/2023-24

- 3.1.1 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFP. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFP.
- 3.1.2 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party’s software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.
- 3.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of MHSC (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 3.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent MHSC’ confidential information coming into the possession of unauthorised third parties. In protecting the receiving party’s confidential information, MHSC shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 3.1.5 Any documentation, software or records relating to confidential information of MHSC, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:
- 3.1.5.1 Shall be deemed to form part of the confidential information of MHSC;
- 3.1.5.2 Shall be deemed to be the property of MHSC;
- 3.1.5.3 shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
- 3.1.5.4 Shall be surrendered to MHSC on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

3.2 News and press releases

- 3.2.1 Bidders or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with MHSC.

3.3 Precedence of documents

- 3.3.1 This RFP consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFP and the stipulations in any other document attached hereto, or the RFP submitted hereto, the relevant stipulations in this RFP shall take precedence.

3.3.2 Where this RFP is silent on any matter, the relevant stipulations addressing such matter and which appears in the PPR 2022 shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that MHSC may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by MHSC.

3.3.3 It is acknowledged that all stipulations in the PPR 2022 are not equally applicable to all matters addressed in this RFP. It however remains the exclusive domain and election of MHSC as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of the MHSC in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the vendor(s). The vendor(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

3.4 Preferential Procurement Reform

3.4.1 MHSC supports Black Economic Empowerment as an essential ingredient of its business. In accordance with government policy, MHSC insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.

3.4.2 MHSC shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) with its Preferential Procurement Regulation 2022 to this proposal.

3.5 Security clearances

3.5.1 Employees and subcontractors of the Bidders **may** be required to be in possession of valid security clearances to the level determined by NIA or/and MHSC commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The Bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.

3.6 Occupational Injuries and Diseases Act 13 of 1993

3.6.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 ("COIDA") and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement. MHSC reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to MHSC.

3.7 Instructions for submitting a proposal

3.7.1 One (1) original, two (2) hard copies of the Bid shall be submitted on the date of closure of the Bid.

3.7.1.1 The original copy must be signed in black ink by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.

3.7.2 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.

3.7.3 Bid must be submitted in a prescribed response format herewith reflected as **Response Format**, and be sealed in an envelope. The envelope must be marked clearly (on the outside) with the Bid Number and be addressed to **The SCM Manager**.

3.7.4 Bid must be submitted on or before **27 June 2023 not later than 11h00**. The bids must be dropped in the tender box at the **MHSC Offices; B7; Maple North; 145 Western Service Road; Wood mead**, MHSC receives a lot of correspondence on a daily basis. Bidders are therefore urged to ensure that they clearly mark their bids with the Bid Number; register their bids and sign the register that will be provided at the reception. Failure to sign the Invitation to Bid/ Appointment of a service provider to undertake research project CoE210101 "Effects of Cannabis on Occupational Health and Safety in the SAMI and benchmark for maximum allowable blood level of Cannabis at the workplace" Bid MHSC001/2023-24

register will lead to the bid being disqualified. Failure to submitted sealed bids could result to disqualification of bids. The onus is on the bidder to ensure that their bids get registered in the bids received register. Bidders must advise their courier companies of this instruction.

- 3.7.5 All Bids in this regard shall only be accepted if they have been registered on the bids received register before or on the closing date and stipulated time.
- 3.7.6 Bids received after the time stipulated shall not be considered.
- 3.7.7 Bid responses sent by courier must reach this office at least **24 hours** before the closing date to be registered on the bids received register. Failure to comply with this requirement shall result in your proposal being treated as a "late proposal" and shall not be entertained. Such proposal shall be returned to the respective Bidders.
- 3.7.8 **No proposal shall be accepted by MHSC if submitted in any manner other than as prescribed above.**

4 Reasons for disqualification

- 4.1 MHSC reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:
 - 4.1.2 Bidders who submitted incomplete information and documentation according to the requirements of this RFP;
 - 4.1.3 Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, experience, etc.;
 - 4.1.4 Bidders who received information not available to other bidders through fraudulent means;
 - 4.1.5 Bidders who do not comply with mandatory requirements as stipulated in this RFP.
 - 4.1.6 Bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or
 - 4.1.7 Bidders who are listed on the National Treasury's database of restricted suppliers

5 Closing of Bid

- 5.1 There shall be no **public opening** of the Bids received due to covid-19. There shall be no discussions with any enterprise until evaluation of the proposal has been complete. Any subsequent discussions shall be at the discretion of MHSC. Unless specifically provided for in the proposal document, bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.
- 5.2 No Bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail. However, Bids from international bidders with no office or representation in the RSA shall be accepted if received via the Internet or e-mail before the closing date and time.
 - 5.2.1 Such Bids shall not be made available for evaluation until the original signed documentation is received within three (3) working days after the closing date, otherwise the proposal shall be disqualified. International bidders must submit proof that they do not have any offices or representation in South Africa.

6 Bid preparation

- 6.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the solution offered etc. shall be neatly bound as part of the schedule concerned.
- 6.2 All responses regarding questions posed in the annexes attached herewith shall be answered in accordance with the prescribed **RFP Response Format**.

7 Oral presentations and briefing sessions

- 7.1 Bidders who submit Bids in response to this RFP may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to MHSC. This provides an Invitation to Bid/ Appointment of a service provider to undertake research project CoE210101 "Effects of Cannabis on Occupational Health and Safety in the SAMI and benchmark for maximum allowable blood level of Cannabis at the workplace" Bid MHSC001/2023-24

opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. MHSC shall schedule the time and location of these presentations. Oral presentations are an option of MHSC and may or may not be conducted.

8 Evaluation Criteria for BEE

- 8.1 Points awarded for specific goals specified in SBD 6.1.
- 8.2 The value of this bid is estimated not to exceed R 50 000 000 00 (all applicable taxes included) and therefore the **80/20** system shall be applicable.
- 8.3 In terms of Regulation paragraph 6 (2) of the Preferential Procurement Regulation 2022, maximum of 20 points may be awarded to a tender for specific goal specified for the tender. Preference points for this bid shall be awarded for:
- 8.4 A total of 80 points will be allocated to the lowest price bidder.
- 8.5 The 20 points for specific goals to be allocated as follows:
 - a) Price; and
 - b) Specific goal

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)
Disability	6
Women	6
Black ownership	4
Youth	4

9 Evaluation criteria and methodology

9.1 Functional evaluation criteria

“Functionality” means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service or commodity.

The need to invite and evaluate bids on the basis of functionality depends on the nature of the required commodity or service.

When inviting bids, MHSC indicates: -

- (i) Whether the bids will be evaluated on functionality;
- (ii) The evaluation criteria for measuring functionality;
- (iii) The weight of each criterion; and
- (iv) The applicable values as well as the minimum threshold for functionality



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, B7 Maple North, 145 Western Service Road, Woodmead
Tel. No. (011) 656 1797 | Fax: (011) 656 1796

**TERMS OF REFERENCE TO UNDERTAKE RESEARCH PROJECT COE 210101
“EFFECTS OF CANNABIS ON OCCUPATIONAL HEALTH AND SAFETY IN THE SAMI AND
BENCHMARK FOR MAXIMUM ALLOWABLE BLOOD LEVEL OF CANNABIS AT THE
WORKPLACE”**

1. BACKGROUND

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

The use of cannabis was historically prohibited by law in South Africa. In Minister of Justice and Constitutional Development and Others v Prince: Case nr CCT108/17 [2017] ZACC30, the Constitutional Court declared the laws that allowed police to arrest adults found in private possession, or use of dagga (Cannabis) in their homes (private use) unconstitutional, and thus, the private and personal use of cannabis is now allowed by law. The challenge is cannabis metabolites are fat-soluble, which means they bind to fat molecules in your body. As a result, it can take some time for them to leave your system. For chronic users, it can remain in the body for more than thirty (30) days. (Carly Vandergriendt, Health line, August 27, 2018,)

As with alcohol, people who are “under the influence” of cannabis, may pose a serious safety risk to themselves and other workers at the workplace – but not if they are not under the influence of cannabis, even though they may test positive for it in their systems. Legal court cases, e.g. *Mthembu and others v NTC Durban Wood Chips Award [2019] (CCMA)*, the CCMA confirmed the legality of the dismissal of employees who tested positive to cannabis while at work, in spite of the decision in the *Prince*-case which makes the private use of Cannabis lawful. The *Mthembu and others*-award is also contrary to SAPS

Guidelines dated 22 January 2019 read with the Guidelines issued by SAHPRA (South African Health Products Regulatory Authority) which recognises the right to possess and use cannabis in private and gives a wide discretion to SAPS official in such cases.

Dichotomy: Alcohol “washes” out of a person's body within approximately 8 hours after consumption. A person could therefore use alcohol moderately the previous evening and go to work the next morning and test negatively for alcohol in his/her blood.

It is not the same for Cannabis. A person who moderately uses Cannabis the previous night, and goes to work the next morning, may not be “under the influence” of Cannabis, but would still test positive for Cannabis.

Certainty is required to be obtained as to when would a worker who has legally used cannabis be regarded as being “*under the influence*”, affected or impaired, and therefore a safety risk in a work environment. It is important to determine and establish the legal limit of cannabinoids in a person's body to ascertain whether a person who used Cannabis is under the influence of cannabis and would therefore pose a safety risk at the workplace, similar to the legal limit for alcohol.

Previous studies, SIM020103 “Alcohol and cannabis use among South African mine workers” – commenced in 2002 & completed in 2005. The aim was to determine the prevalence of accidents in which alcohol and cannabis tests were positive and the factors, which influence the use of the substances among mineworkers in South Africa. The study delves more into the knowledge, attitudes, and practices regarding alcohol and cannabis use. The findings were that workers doing the physically demanding job were likely to use cannabis for stamina and that cannabis use is associated with boldness. It was also found that the use of cannabis causes slow reaction time and makes people accident-prone. Other findings were that employees are more tolerable of cannabis users than alcohol drinkers are considered “hard working”. The use of and dependence on cannabis is precipitated by the psychological stress associated by workers living far from their spouses and families.

Literature and records reviews indicate that metabolites from cannabis (cannabinoids) are cleared slowly from the body and may be present in urine up to one month or longer after use. The presence of cannabinoids at the time of accidents does not always mean judgement was impaired due to the presence of cannabis. However, through further lab tests the high level of cannabinoids may suggest recent use and a factor in the accident.

Record reviews did not yield adequate results to make conclusions on accidents where employees tested positive for cannabis and alcohol.

2. REQUIREMENT

The MHSC seeks to appoint a service provider to conduct research in the “Effects of cannabis on occupational health and safety in the SAMI and benchmark for a maximum allowable blood level of cannabis at the workplace”

3. SCOPE OF WORK

- 3.1. Conduct a comprehensive literature review, nationally and internationally, on the use of Cannabis and its effects in relation to workplace safety. The literature review must also consider the following:
 - 3.1.1. Effects of use of Cannabis on people.
 - 3.1.2. Duration of the effects of Cannabis on people system.
 - 3.1.3. Different Cannabis uses.
 - 3.1.4. Testing for Cannabis using non-invasive methods.
 - 3.1.5. How the use of Cannabis affects the safety and productivity of employees and
 - 3.1.6. The legislation and changes to the legislation around Cannabis.
- 3.2. Determine the SAMIs perceptions about the legislation and the effect on policies, consider the perceptions of:
 - 3.2.1. State.
 - 3.2.2. Employer representatives, including senior and middle management.
 - 3.2.3. Employee representatives, including the workforce, miners, production supervisors and mine overseers.
 - 3.2.4. Organised Labour.
- 3.3. Determine/bench mark an allowable blood level by using non-invasive assessments and assessment tools that will be able to test for the presence of cannabis in humans, provide clarity for Cannabis users and Employers as to when a person using Cannabis for various purposes shall pose a safety risk to him/herself or other persons in the workplace, which will lead to:
 - 3.3.1. Maximum allowable limit of cannabis which will not pose safety risk to health and safety of individual and other employees.
 - 3.3.2. Legal certainty for Cannabis users as to when they would pose a risk to health and safety at the workplace by exceeding the legal limit of allowed cannabinoids in their systems.
 - 3.3.3. Service provider to conduct a workshop with relevant stakeholders to discuss the matter, findings and to solicit further inputs relevant to the research work required.

- 3.3.4. Develop a guidance document / or a set of rules for the testing and assessment regarding allowable levels / limits regarding Cannabis use / effects for the workplace, that can be used by the SAMI.
- 3.3.5. Compile a draft report encapsulating all of the research work, findings and recommendations required above.
- 3.3.6. Compile a final report and webpage summary.

4. EXPECTED OUTCOMES

- 4.1. Provide a report on outcomes of literature reviews conducted in 3.1.
- 4.2. Provide a report on the SAMIs stakeholders as articulated in 3.2.
- 4.3. Report on the invasive and non-invasive assessments and assessment tools conducted on 3.3.
- 4.4. Provide a report on outcome of the workshop conducted on 3.4.
- 4.5. Provide the guidance document / or a set of rules developed on work done on 3.5.
- 4.6. Provide a draft final report encapsulating all of the research work, findings and recommendations required above.
- 4.7. Provide a final report and webpage summary.
- 4.8. The service provider is to provide MHSC with a publishable manuscript and is required to give a final technical handover / presentation to the Dissemination team to use for public consumption.

5. DURATION

The expected duration for this project is twelve (12) months.

6. REQUIRED TEAM COMPOSITION

The service provider must have at least 5 years' experience in conducting applied research and the project team must have members with expertise in the following areas:

- 6.1. Minimum of 5 years of research experience in Occupational Health and Safety in the SAMI.

- 6.2. Minimum of **5** years of experience in Occupational health practitioner (nurse / Dr) with experience in conducting substance medical surveillance and testing in the SAMI.
- 6.3. Minimum of **5** years experience as a medical technologist / scientist in the field of toxicology.

7. EVALUATION PROCESS

The evaluation process will comprise of the following phases:

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

7.1 FUNCTIONAL EVALUATION

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

NO	CRITERIA	WEIGHTING
1.	SIGNED AND VERIFIABLE REFERENCE LETTERS ON VALID LETTER HEADS WITH CONTACTABLE DETAILS FROM ORGANISATIONS WHERE PREVIOUS WORK WAS CONDUCTED (ATTACH VERIFIABLE REFERENCE LETTERS): • 5 or more reference letters = 5 points • 4 reference letters = 4 points • 3 reference letters = 3 points • 2 reference letters = 2 points • 1 reference letter = 1 point • No reference letter = 0 point	30
2.	EXPERIENCE OF AT LEAST ONE TEAM MEMBER IN CONDUCTING RESEARCH AS OCCUPATIONAL HEALTH AND SAFETY IN THE SAMI (CV STATING NUMBER OF YEARS OF EXPERIENCE MUST BE ATTACHED): • Experience of 5 years or more = 5 points • Experience of 4 years but less than 5 years = 4 points • Experience of 3 years but less than 4 years = 3 points • Experience of 2 years but less than 3 years = 2 points • Experience of 1 year but less than 2 years = 1 points • Experience less than 1 year = 0 point	5

NO	CRITERIA	WEIGHTING
3.	QUALIFICATION OF AT LEAST ONE TEAM MEMBER OCCUPATIONAL HEALTH AND SAFETY (ATTACH VALID QUALIFICATION CERTIFICATES): • Doctors Degree and more = 5 points • Master's Degree = 4 points • Honours degree = 3 points • Bachelor's degree, Advanced Diplomas, Post Graduate Certificate and B-tech = 2 points • National Diploma and Advanced certificates = 1 point • No qualification = 0 point	10
4.	EXPERIENCE OF AT LEAST ONE TEAM MEMBER IN CONDUCTING RESEARCH AS OCCUPATIONAL HEALTH PRACTITIONER (NURSE / DR) WITH EXPERIENCE IN CONDUCTING SUBSTANCE MEDICAL SURVEILLANCE AND TESTING IN THE SAMI. (CV STATING NUMBER OF YEARS OF EXPERIENCE MUST BE ATTACHED): • Experience of 5 years or more = 5 points • Experience of 4 years but less than 5 years = 4 points • Experience of 3 years but less than 4 years = 3 points • Experience of 2 years but less than 3 years = 2 points • Experience of 1 year but less than 2 years = 1 points • Experience less than 1 year = 0 point	10
5.	QUALIFICATION OF AT LEAST ONE TEAM MEMBER AS OCCUPATIONAL HEALTH PRACTITIONER (NURSE / DR) (ATTACH VALID QUALIFICATION CERTIFICATES): • Doctors / Nursing Degree and more = 5 points • National Diploma and Advanced certificates = 3 points • No qualification / Below above qualifications = 0 point	10
6.	EXPERIENCE OF AT LEAST ONE TEAM MEMBER IN CONDUCTING RESEARCH AS MEDICAL TECHNOLOGIST / SCIENTIST IN THE FIELD OF TOXICOLOGY. (CV STATING NUMBER OF YEARS OF EXPERIENCE MUST BE ATTACHED): • Experience of 5 years or more = 5 points • Experience of 4 years but less than 5 years = 4 points • Experience of 3 years but less than 4 years = 3 points • Experience of 2 years but less than 3 years = 2 points • Experience of 1 year but less than 2 years = 1 points	5

NO	CRITERIA	WEIGHTING
	Experience less than 1 year = 0 point	
7.	QUALIFICATION OF AT LEAST ONE TEAM MEMBER IN MEDICAL TECHNOLOGY / SCIENTIST (ATTACH VALID QUALIFICATION CERTIFICATES): - Doctors Degree and more = 5 points - Master's Degree = 4 points - Honours degree = 3 points - Bachelor's degree, Advanced Diplomas, Post Graduate Certificate and B-tech = 2 points - National Diploma and Advanced certificates = 1 point - No qualification = 0 point	5
8.	DOES THE PROPOSAL SUBMITTED SUFFICIENTLY ANSWER THE RESEARCH QUESTION? Excellent = 5 Good = 3 Poor = 1 Excellent Detailed explanation of achieving all expected outcomes including timelines, a list of proposed projects sites, costed project plan. Good Expected outcomes not detailed including timelines, a list of proposed projects sites, costed project plan. OR Detailed explanation of achieving all expected outcomes excluding timelines, a list of proposed projects sites, costed project plan. Poor Expected outcomes and all other requirements not adequately addressed. Proposal does not adequately address required objectives.	25
		100

Note: Bidders must score a minimum of 70% overall, in order to proceed to the pricing Specific Goals evaluation.

8. SPECIAL CONDITIONS OF THE TENDER

- i. MHSC reserve the right to request a presentation.
- ii. The bidders are required to complete the SBD 6.1 and adhere to all phases of evaluation. It is the responsibility of the bidder to supply all necessary documentation / information to support the evaluation process. Bidders must provide the following documents:
 - CIPC / CIPRO, CSD document.
 - Copy of ID documents for directors.
- iii. The preferred service provider may be required to go through the vetting process by State Security Agency. The appointment is subject to the outcome of the vetting process.
- iv. MHSC may conduct the reference checks based on the references provided.
- v. The service provider must give permission for the verification / checking of qualifications.
- vi. Subcontracting of **30%** will be applicable on all bids with an estimated value of **R3 million** or more to Historically Disadvantaged Institutions (HDIs). (**NB!** list of potential HDI's is available at the MHSC).

9. STANDARD CONDITIONS OF THE TENDER

- i. **Bidders must complete and sign all the SBD forms.**
- ii. Only suppliers who are registered with the Central Supplier Database (**CSD**) will be considered for this bid.
- iii. It is the responsibility of prospective bidders to ensure that all bid documents are submitted before the closing time and date of the tender;
- iv. The MHSC reserves the right to award or not to award this bid;
- v. The MHSC reserves the right to terminate the contract should the performance of the service provider be unsatisfactory;
- vi. Bids received after closing time and date will be classified as **LATE** and will not be considered;
- vii. Although adequate thought has been given in the drafting of this document, errors may occur which the MHSC will not be responsible for;
- viii. Any change of information provided in the tender document that may affect delivery of the service should be brought to the MHSC's attention as soon as possible. Failure to comply with this may result in the contract being terminated;

- ix. Service providers presenting information intentionally incorrectly or fraudulently will be disqualified;
- x. Service providers who have been declared insolvent and wish to do business with the MHSC must have been rehabilitated and provide the necessary proof thereof
- xi. The MHSC reserves the right to award, cancel or partially award this contract.
- xii. The National Treasury General Conditions of Contract will be applicable to this tender (available on the National Treasury website);
- xiii. **All prices quoted must be VAT inclusive;**
- xiv. Only those bidders who have met the minimum functional criteria, as stipulated above, may be invited to present their proposal as required. Please note that bidders who may be invited for presentations, may have their technical scores re-evaluated.
- xv. For those bidders who have met the minimum functional criteria, as stipulated above, the MHSC has the right to visit the business premises to verify the information provided in the tender documents.
- xvi. The price as per the proposal submitted will form part of the contract for the successful bidder.
- xvii. All prices must be valid for 90 days from date of closing.

10. ADVERTISING AND BRIEFING DATE

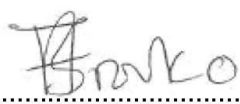
The bid will be advertised in the E-Tender portal, Newspaper and MHSC website. The date and time for compulsory briefing session will be communicated on the advert, and MHSC is situated at B7 Maple North, Western Woods Business Park, 145 Western Service Road, and Woodmead.

11. CLOSING DATE

The closing date for the submission of proposals is the -- of 2023 at 11H00. All documents must be delivered to the MHSC Offices.

12. ENQUIRIES

For any technical enquiries and commercial enquiries please contact: the MHSC Supply Chain Unit at tenders@mhsc.org.za

Signature.....

Signed By.....**Fatheela Brovko**.....

Date.....01 June 2023.....

ANNEX A: SCOPE OF WORK: INVITATION TO BID/ Appointment of a service provider to undertake research project CoE210101 “Effects of Cannabis on Occupational Health and Safety in the SAMI and benchmark for maximum allowable blood level of Cannabis at the workplace”

1. Special instructions to Bidders

- 1.1. Scope of work shall form part of the contract.
- 1.2. Should a vendor have reasons to believe that the Technical Specification is not open and/or is written for a particular service or work; the vendor shall notify Procurement Services within seven (07) days after publication of the bid.
- 1.3. All documents as indicated must be supplied as part of the submission.

2. Requirements Background

2.1. BACKGROUND

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.

A competitive bidding process will be embarked upon. It is also important for MHSC to assist Government in its key objective of socio-economic development, especially in rural areas, where many of the national parks are located.

3. SUBMISSION OF BIDS

Bidders are required to submit **One (01)** original plus **Two (02)** copies of the bid document and a USB/DISC.

MHSC may request clarification or further information regarding any aspect of the bid. The bidder must supply the requested information within 48 hours or unless otherwise indicated after the request has been made.

4. EVALUATION PHASES

The received bid proposals will be evaluated in different phases in order to arrive to the final phase of bid award, and the phases will be as follows:

4.1. PHASE ONE (01): MINIMUM REQUIREMENTS SCREENING

In this phase All bids received will be verified for **compliance** and **completeness** of the submitted proposal per the below set of requirements. Bidders will progress to functional evaluation and those who meet the minimum threshold of 70% will be considered in the next phase of price and specific goal points evaluation.

- Bid forms must be properly received on the bid closing date and time specified on the invitation, fully completed, dated and signed in ink.
- Bid forms must be properly fully completed, dated, signed in ink and initial every page of the bid.
- Submission of the bid document must be **binded** and is without tearing any pages off.
- Invitation to Bid (SBD 1) must be fully completed,
- Submission of an CSD to verify Tax Status (SBD 2) – Bidders whom their Tax matters are not in order and no proper arrangements have been made with SARS to meet their tax obligations will not be considered for this bid. 7 days from the bid closing date is afforded to any bidder who already made necessary arrangements with SARS (attached proof as obtained from SARS Branch) of when the necessary arrangements have been made to meet your Tax obligation and be issued with Tax certificate. Failure to submit a valid and original Tax Clearance within 7 days after the bid closing date, your submitted bid proposal will be considered non-responsive and shall be invalidated or disqualified and not considered for further evaluation.
- Submission of fully completed SBD 4 (Declaration of Interest),
- Submission of fully completed SBD 6.1 (Specific goal Claim Certificate)

- Submission of fully completed Contract Form (Purchases – Goods/Works - SBD 7.1), (Rendering of Services – SBD 7.2). In case of purchases of goods other than services, bidders should complete and sign SBD 7.1 of the Firm price only. In case of rendering of services, bidders should complete and sign SBD 7.2 for services only. Bidders to complete and sign PART ONE (01) only.
- Business Registration Certificate e.g. CK 1, certificate of incorporation
- Familiarise yourself and Initial every page of the General Condition of Contract

NB: Any bidder who did not sign and submit any of the requested documents may be disqualified.

4.2. PHASE TWO (02): DETAIL EVALUATION CRITERIA AND POINT ALLOCATION

In this phase All bids received will be verified for **compliance** and **completeness** of the submitted proposal per the below set of requirements. Bidders who fails to comply with the below requirements will be eliminated and bidders who comply with the below will be evaluated further on price and specific points.

5. QUALIFICATION THRESHOLD TO PROGRESS TO THE NEXT PHASE OF EVALUATION

Threshold – Bidders must achieve 70% an average score for consideration to the final stage evaluation of price and specific goals.

NB: Bidder who obtains highest total points on PRICE and specific goals claimed points shall be awarded the contract. MHSC reserves the right to appoint one or more service providers for this project.

13. EVALUATION CRITERIA AND WEIGHTING:

The RFP stipulated that the responses to be evaluated using the **80/20** preference points system in accordance with the PPR 2022 guidelines. Based on this system the points will be allocated as follows:

Criteria	Points
Price	80
Specific goals	20
Total	100

EVALUATION FORMULA

The following formula will be applied to calculate the scores:

Price Formula

The following PPR 2022 formula was used to evaluate the price proposals submitted by bidders, this formula was used because price was the only criterion that was scored i.e. the whole 80 points were allocated to price as per par. 10.1 of this submission.

$$PS = 80 (1 - \frac{Pt - Pmin}{Pmax - Pmin})$$

Pmin

Ps = Points scored for price of the bid under consideration.

Pt = Rand value of bid under consideration.

Pmin = Rand value of lowest acceptable bid

14. FINAL AWARD

Bidder who obtains highest total points on PRICE and specific goals claimed points shall be awarded the contract. MHSC reserves the right to appoint one or more service providers for this project.

BIDDER'S DISCLOSURE

SBD 4

6 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.

6 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

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**

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

2.3.1 If so, furnish particulars:

.....
.....

1..1 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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.

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

1.3 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).

1.3.1 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.
- c) 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:

- (c) Price; and
- (d) 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.

1.4 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).

1.5 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

1.5.1 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

1.5.1.1 80/20 or 90/10

$$Ps = 8(1 - \frac{Pt - P_{min}}{P_{min}}) \text{ or } Ps = 90(1 - \frac{Pt - P_{min}}{P_{min}})$$

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

1.5.2 3.2.1. POINTS AWARDED FOR PRICE

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

1.5.2.1 80/20 or 90/10

$$Ps = 8(1 + \frac{Pt - P_{max}}{P_{max}}) \text{ or } Ps = 90(1 + \frac{Pt - P_{max}}{P_{max}})$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration P_{max} = Price of highest acceptable tender

1..6 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Disability		6		
Women		6		
Black ownership		4		

Youth		4		
-------	--	---	--	--

1..6.1 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:.....

.....

.....

.....

COMPANY REGISTRATION DOCUMENTS (CIPC/CIPRO)

- Certified copies (**copy with original stamp**) of your CIPC (CIPRO) company registration documents listing all members with percentages, in case of close corporation
- Certified copies (**copy with original stamp**) of all latest share certificates, in case of a company

PLEASE INITIAL EACH PAGE OF THE GENERAL CONDITIONS OF CONTRACT**General conditions of bid and conditions of contract**

Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a ☐ or an X) regarding compliance with the requirements. Where necessary, the bidders shall substantiate their response to a specific question.

NOTE: It is mandatory for bidders to complete or answer this part fully; failure to do so result to their bid to be treated as incomplete and shall be disqualified. Refer to paragraph 4 of this document (reasons for disqualification).

1.

This bid is subject to the General Conditions of Contract stipulated below.	Accept	Do not accept

2.

The laws of the Republic of South Africa shall govern this RFP and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Accept	Do not accept

3.

MHSC shall not be liable for any costs incurred by the bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	Accept	Do not accept

4.

MHSC may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within twenty four (24) hours after the request has been made, otherwise the proposal may be disqualified.	Accept	Do not accept

5.

In the case of Consortium, Joint Venture or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	Accept	Do not accept

6

In the case of Consortium, Joint Venture or subcontractors, all bidders are required to provide mandatory documents as stipulated in schedule 1 of the Response format.	Accept	Do not accept

7

MHSC reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	Accept	Do not accept

8

Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	Accept	Do not accept

9

By submitting a proposal in response to this RFP, the bidders accept the evaluation criteria as it stands.	Accept	Do not accept

10

Where applicable, MHSC reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.	Accept	Do not accept

11

MHSC reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.	Accept	Do not accept

12

Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.	Accept	Do not accept

13

The bidder should not qualify the proposal with own conditions. Caution: If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.	Accept	Do not accept

14

Should the bidder withdraw the proposal before the proposal validity period expires, MHSC reserves the right to recover any additional expense incurred by MHSC having to accept any less favourable proposal or the additional expenditure incurred by MHSC in the preparation of a new RFP and by the subsequent acceptance of any less favourable proposal.	Accept	Do not accept

15

Delivery of and acceptance of correspondence between the MSHC and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	Accept	Do not accept

16

Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. MHSC shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that MHSC reserves the right to award the same proposal to next best bidders as it deems fit.	Accept	Do not accept

17

In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	Accept	Do not accept

18 19

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by MHSC signatory and added to this RFP as an addendum.	Accept	Do not accept
	Accept	Do not accept

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.		
---	--	--

20

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	Accept	Do not accept

21

No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.	Accept	Do not accept

22

Evaluation of Bids shall be performed by an evaluation panel established by MHSC.	Accept	Do not accept
Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFP. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for price is 80 , and the maximum number of preference points that may be claimed for specific goals (according to the PPR 2022) is 20 .		

24

If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.	Accept	Do not accept

25

The bidders' response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.	Accept	Do not accept

26

	Accept	Do not accept
Should the evaluation of this bid not be completed within the validity period of the bid, MHSC has discretion to extend the validity period.		

27

Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period.	Accept	Do not accept

28

Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	Accept	Do not accept

JOINT VENTURE AGREEMENT

- To provide Joint Venture Agreement signed under Commissioner of Oath.
- To provide above documentation for both companies that form the JV.

NB: Joint venture agreement and performing the work

The primary bidder needs to have major responsibilities in this project and both parties need to state their percentage interest in this joint venture. Joint venture is encouraged mainly for developmental purposes.

LIST OF REFERENCE OF RELEVANT SERVICES (PROJECTS)

PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH.

Current and Previous Projects

No	Project/Company name	Extent of contract/relationships			Contact person	Contact number	Contract amount	Date of commencement	Scheduled date of completion	Contract period (No of years)
		National	No of Provinces	Other						
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										

RESOLUTION OF BOARD OF DIRECTORS / MEMBERS / SOLE PROPRIETOR / PARTNERS OF PARTNERSHIP

This returnable schedule needs to be completed if the tenderer is a joint venture. This form must be completed by each partner of the joint venture. The name of the principal partner must be stated under Point 2.

Resolution of Board of Directors / Members / Sole Proprietor/ Partners of Partnership (i.e. of each legal person to comprise the Joint Venture Partnership)

RESOLUTION of a meeting of the Board of *Directors / Members / Sole Proprietor/ Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Tender, in Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Joint Venture)

to the Mine Health and Safety Council in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

2. The Principal Partner of the Joint Venture will be

(Legally correct full name and registration number, if applicable, of the Principal Partner of Joint Venture)

3. *Mr/Mrs/MS: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign a joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the joint venture, in respect of the project described under item 1 above.

4. The Enterprise accepts joint and several liabilities with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Mine Health and Safety Council in respect of the project described under item 1 above.
5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Mine Health and Safety Council in respect of the project under item 1 above:



MHSC

(CONFIDENTIAL)

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	1..6.2 Name	Capacity	Signature
1	1..6.3		
2	1..6.4		
3	1..6.5		
4	1..6.6		
5	1..6.7		
6	1..6.8		
7	1..6.9		
8	1..6.10		
9	1..6.11		
10	1..6.12		

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

1..6.12.1 ENTERPRISE STAMP