

Mintek Request for Proposal

TENDER DOCUMENT

In terms of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005)

 MINTEK A global leader in mineral and metallurgical innovation	TENDER NO: MTK 14/2026 REQUEST FOR PROPOSAL (RFP) PROVISION OF LEGAL SERVICES PANEL FOR THE PERIOD OF THREE (3) YEARS. VALIDITY PERIOD: 90 DAYS FROM CLOSING DATE
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**CLOSING DATE &
TIME:** **20 October 2026 at 12h00**

**TENDER
SUBMISSION
GUIDELINES:**

Tenders are to be submitted online using the online tender box that is located on the *Tenders* notice page, on the Mintek website. Link:

<https://secure.sabeexdms.com/organisation/view/5496>

**TENDER/TECHNICAL
QUERIES:**

All tender enquiries must be submitted in a written format. Queries relating to this tender must be addressed in writing by using the dedicated submit query button accessible on the online tender box or via email: tenders@mintek.co.za

The closing date for tender/ technical queries is **01 October 2026 at 15:00**.

BRIEFING SESSION: **28 September 2026 at 11:00 am (non-compulsory briefing session)**

**BRIEFING SESSION
VENUE:**

Online via Microsoft Teams

<https://teams.microsoft.com/meet/346838409990580?p=JKHeOghkQaHLZI2UXd>

Meeting ID: 346 838 409 990 580

Passcode: ef9PB2Au

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GENERAL TENDER INFORMATION

TENDER ADVERTISED: 10 September 2026

CLOSING DATE FOR TENDER ENQUIRIES: 01 October 2026 at 15h00

TENDER CLOSING DATE AND TIME: 20 October 2026 at 12h00

TENDER SUBMISSION PLATFORM: Online Tender Box

**TENDER SUBMISSION
GUIDELINES**

NB: Tenders must be properly received and submitted to the online tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. No tender offers will be accepted via facsimile, email, telegram or in the tender box. Tenders shall be submitted electronically via the Online Tender Box that may be accessed using the same website address for downloading the tender documents.

Tenders must be prepared and submitted as follows:

- Zip File 1: Compliance documents
- Zip File 2: Tender submission, including all supporting documents
- Zip File 3: Financial offer

Identification details for files that are submitted to the Online Tender Box:

Files are to be saved with the Tender number and the tenderer's name separated by a dash *eg: MTK 14/2026- PROVISION OF LEGAL SERVICES PANEL FOR THE PERIOD OF THREE (3) YEARS*].

Only file types specified on the Online Tender Box are to be submitted.

Files are not to exceed the file size stipulated on the Online Tender Box.

General Information

Please note that this is a generic document used for both goods and services, and for different types of tenders. Therefore, there might be

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sections that are not applicable to this tender. Please indicate them as not applicable and sign the document as required.

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- SBD 4: Bidder's Disclosure
- SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022

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TENDER DOCUMENT

SECTION A: TENDER INSTRUCTIONS & REQUIREMENTS

1. REQUEST FOR TENDER

TENDER NUMBER:	MTK 14/2026
TENDER CLOSING DATE & TIME:	20 October 2026 at 12:00pm

ANY ENQUIRIES RELATING TO THE BIDDING PROCEDURE AND TECHNICAL ENQUIRIES MAY BE DIRECTED AS FOLLOWS:

All technical enquiries must be submitted in a written format. No questions will be answered telephonically. All tender queries should be sent using the dedicated submit query button accessible on the online tender box.

REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION:

All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer through the submit query button on the online tender box.

All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing through the submit query button on the online tender.

Any communication by a Bidder to Mintek will be effective upon receipt by the Tender Officer (provided such communication is in the required format).

Mintek has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.

Except where Mintek is of the opinion that issues raised apply only to an individual Bidder, questions submitted, and answers provided will be made available to all Bidders on the online tender box.

A bidder may, by notifying the tender officer in writing, withdraw a question submitted in circumstances where the bidder does not wish Mintek to publish its response to the question to all bidders.

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NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

All prospective bidders are required to:

- All prospective bidders are required to:
 - Be registered on the National Treasury's Central Supplier Database. Registrations can be completed online at: www.csd.gov.za
 - Provide Mintek with their CSD registration number attached to their proposals.
 - **Mintek will only issue a Purchase Order to a supplier/ service provider who is tax compliant.**
 - In the event of a Joint Venture agreement, the JV must be registered on CSD, and the registration number of the JV must be submitted.
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DETAILS OF TENDERER

Name of firm/ entity/ enterprise	
Trading as (if different from above)	
Company registration no.	
Company Income Tax no.	
VAT registration no.	
Any other registration applicable to this Industry	
Postal address	Postal Code _____
Physical address	Postal Code _____
Contact details of the Person signing the Tender	Name: _____ Telephone: _____ Fax: _____ Cellular Telephone: _____ e-mail address: _____
Contact Details of the Tenderer's proposed Project Manager who will represent the Tenderer in the implementation processes	Name: _____ Telephone: _____ Fax: _____ Cellular Telephone: _____ e-mail address: _____
Contact Details of the Person responsible for Accounts / Invoices	Name: _____ Telephone: _____ Fax: _____ Cellular Telephone: _____ e-mail address: _____

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GENERAL CONDITIONS OF TENDER

1. SUBMISSION OF BIDS

- 1.1 Bids must be submitted with all official Bid Forms that are contained within this tender document and duly completed.
- 1.2 Bids must be delivered at the platform that is indicated in the tender document, and must be delivered timeously, as late bid submissions will NOT be accepted for consideration.
- 1.3 Late submissions **will not** be accepted under any circumstances. The tender shall be closed at exactly 12:00 Noon and tenders arriving only a second after 12:00 or any time thereafter **will not** be accepted under any circumstance. Tenderers are therefore strongly advised to ensure that their tenders when uploaded allow enough time for any unforeseen events that may delay the delivery of the tender.
- 1.4 This Bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations of 2022, the General Conditions of Contract (GCC) as listed in this document and, if applicable, any other special conditions of contract as specified.
- 1.5 The successful bidder will be reduced to a contract by signing the acceptance of offer.
- 1.6 It is an absolute condition that the taxes of the bidder **must be in order**.
- 1.7 A tax compliance status must be submitted with the tender proposal on or before the closing date and time of the tender.
- 1.8 Each party to a consortium/ sub-contractors must submit a separate tax compliance status. Application forms for the renewal of/ or application for a tax compliance status is available at any Receiver's Office (SARS).
- 1.9 All the documents reflected to this RFP must be completed and returned with this tender proposal. Failure to submit completed documents with the tender proposal may invalidate the tender proposal.
- 1.10 Tender forms contained within the tender document requesting information have been drawn up so that certain essential information is furnished in a specific manner

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and format. Any additional particulars should be furnished on this document where appropriate, or in a separate annexure.

- 1.11 Should the bidder desire to make any departures from, or modifications to this tender/ bid or to qualify its quotation in any way, the tender shall clearly set out its tender departure/ modification as an Annexure, or alternatively state the content in a covering letter attached to the tender proposal referred to herein, failing which, the tender shall be deemed to be unqualified unless it conforms **exactly** with the requirements of this tender. Unless otherwise specified and stipulated in writing, any part of the tenderer's tender/bid which deviates from any terms and conditions stated within the tender document, shall be of no force or effect.
- 1.12 This tender document, together with associated forms and annexures, may NOT be retyped or re-drafted, but photocopies or reprints may be prepared and used.
- 1.13 Bidders should check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated.
- 1.14 The tender price shall be open for acceptance for a period of at least 90 calendar days **after the closing date of the tender**. It should be noted that Tenderers may offer a shorter validity period, but their bid may in that event, be disregarded for such a reason. Tenderers shall clearly state whether or not prices will remain firm for the duration of the contract. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange of variations) will not be considered. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 1.15 Failure to have the Price declaration of this tender document signed by a duly authorized person will constitute non-commitment by the bidder of the tender price, and **the bid will be invalidated**.
- 1.16 All prices shall be quoted in South African currency and be **VAT inclusive**.
- 1.17 Mintek reserves the right to only accept part of the submitted bid by a supplier.
- 1.18 Mintek reserves the right to withdraw this tender.

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- 1.19 Mintek reserves the right not to award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.
- 1.20 Unless specifically provided for in the tender document, no tenders will be considered if submitted or transmitted by telegram, telex, facsimile, e-mail or similar apparatus.
- 1.21 It should be noted that Mintek reserves the right to accept or reject any tender proposal without being obliged to give any reasons in this respect.
- 1.22 The bidder's **company letterhead** must be used for the proposal's cover letter and reflect the company name, address and contact details.
- 1.23 The correct Tender reference number (See the front page of this RFP for the tender number) must be quoted and the bidding company's name must appear on all pages of the proposal.
- 1.24 All pages of the proposal must be **initialled** by the responsible person.
- 1.25 Only those tenderers who score a minimum score of 80 points and above in respect of the functionality criteria will be considered.
- 1.26 The functionality criteria is contained towards the end of this document.
- 1.27 The persons named in the Schedule of Key Persons of tenderers who satisfy the minimum quality criteria may be invited to an interview if there need arises.

1.28 Responsiveness criteria of submissions

No tender will be considered by Mintek unless it meets the following responsiveness criteria:

- a. The tender must be properly received as per the submission guidelines.
- b. The Tender must be **submitted in the relevant online tender box** as indicated on the notice of the tender on or before the closing date and time of the Tender.
- c. The official tender document must be **fully completed** and must **not be dismembered**. Where information requested does **not** apply to the Tenderer and **the space is left blank**, it will be **deemed** to be **not applicable**.
- d. All requested relevant and/or additional documentation **must** be submitted with the Tender on or before the closing date and time.

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- e. If the entity submitting a Tender is a **Joint Venture or a Consortium or Partnership**, each party to that formation **must** submit all the above information. A JV /consortium agreement must be submitted signed by all members of the JV.
- f. The Tenderer **must** be in **good standing** to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- g. Complies with the **requirements of the Specification**.
- h. Adheres to **Pricing Instructions**.
- i. Complies in full and observes the requirements of the **Notice to Tenderers (if applicable)**.
- j. In addition to the terms and conditions stipulated in this document, for the Tender to be considered responsive, the tenderer **must** submit the following tender information:
 - A fully completed and signed tender form;
 - The tenderer's details;
 - The necessary document authorising the Representative to sign and submit the Tender on the Tenderer's behalf;
 - The Declaration by Tenderer.

2. EVALUATION OF BIDS

- 2.1 All tenders received shall be evaluated in terms of administrative documents, mandatory pre-qualification, functionality, price and specific goals.
- 2.2 Mintek reserves the right to accept all, some, or none of the tenders submitted – either wholly or in part – and is not obligated to accept the lowest tender.
- 2.3 Mintek reserves the right not to award this bid to any bidder.
- 2.4 Mintek reserves the right not to award the bid to the highest scoring or lowest price bidder if in the opinion of Mintek, a supplier's bid presents risk to time, cost or quality.
- 2.5 Mintek may also award the bid to a bidder whose offering is superior to other bidders in terms of functionality, features or any other relevant technical criteria, even if the bidder is not the highest scoring or lowest priced.

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- 2.6 Mintek may make a partial award of the tender to any bidder and is not obligated to procure the number of quantities stipulated in the RFP and/or quotation.

3. VALUE ADDED TAX

Where the value of an intended contract exceeds R1 000 000.00, a tenderer must be registered with the SA Revenue Service for VAT purposes to be able to issue Tax Invoices.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice. The tender price will read: **Total Value of Service excluding VAT**. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R1m should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

4. TAX CLEARANCE REQUIREMENTS

- 4.1 Bidders must ensure compliance with their tax obligations.
- 4.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 4.3 Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 4.4 Bidders may also submit a printed TCS together with the bid.
- 4.5 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate proof of TCS / pin / CSD number.
- 4.6 Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.
- 4.7 Mintek will not do business with a bidder who is not tax compliant.

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. GENERAL

- 1.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.

2. STANDARDS

- 2.1 The goods shall conform to the standards mentioned in the bidding documents and specifications.

3. PATENT RIGHTS

- 3.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

4. PACKAGING

- 4.1 The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and absence of heavy handling facilities at all points in transit.
- 4.2 The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in any subsequent instructions ordered by the purchaser.

5. WARRANTY

- 5.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no

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defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 5.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 5.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 5.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 5.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

6. PRICE AND PAYMENT SCHEDULE

- 6.1 The Tenderer shall supply all the price information required in the price schedule, failure to do so shall invalidate the Tender.
- 6.2 No claim for price escalation will be considered unless it is specifically stated that this Tender is subject to adjustment. Failure to complete this clause will result in the Tender prices being deemed to be firm.
- 6.3 Notwithstanding anything to the contrary contained in Mintek's Conditions of Tender, Memorandum of Agreement or the Price Schedule, any claim for an increase in the Tender prices herein quoted shall be submitted in writing.
- 6.4 Mintek reserves the right to withhold payment of any escalation while only provisional figures are available until the final (revised) figures are issued by the Government's Central Statistical Services. **When submitting any such claim, the tenderer shall**

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indicate the actual amount claimed for each item. A mere notification of a claim for an increase without stating the new price claimed for each item shall, for the purpose of Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his Tender, with the exception of any price adjustments authorized or in the purchaser's request for Tender validity extension, as the case may be.

- 6.5 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 6.6 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 6.7 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of statement by the supplier.
- 6.8 Payment will be made in Rand unless otherwise stipulated.

7. VARIATION ORDERS

- 7.1 In cases where the estimated value of the envisaged changes in purchase does not vary by more than 25% of the total value of the original contract, the Contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the Contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

8. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 8.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 8.2 If at any time during performance of the contract, the supplier or its sub-Contractor(s) encounters conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by the amendment of the contract.

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- 8.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises if the supplier's point of supply is not situated at or near the place where the goods are required, or when the supplier's services are not readily available.
- 8.4 Except as provided under clause 11 (*Force Majeure*), a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to clause 9, unless an extension of time is agreed upon pursuant to clause 8.2 above without the application of penalties.
- 8.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

9. PENALTIES

- 7.1 Subject to clause 11 (*Force Majeure*), if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to clause 10 (*Termination for default*).

10. TERMINATION FOR DEFAULT

- 10.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to clause 8.2;

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- b) if the supplier fails to perform any other obligation(s) under the contract; or
 - c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 10.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 10.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding ten (10) years.
- 10.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 10.5 Any restriction imposed on any person by the Accounting Officer/ Accounting Authority will, at the discretion of the Accounting Officer/ Accounting Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Accounting Authority actively associated.
- 10.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following:
- i. the name and address of the supplier and/or person restricted by the purchaser;
 - ii. the date of commencement of the restriction;
 - iii. the period of restriction; and
 - iv. the reasons for the restriction.

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The details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 10.7 If a court of law convicts a person of an offense as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five (5) years and not more than ten (10) years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

11. FORCE MAJEURE

- 11.1 Notwithstanding the above provisions of clauses 9 (*Penalties*) and 10 (*Termination for default*), the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 11.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

12. TERMINATION FOR INSOLVENCY

- 12.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

13. SETTLEMENT OF DISPUTES

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- 13.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 13.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 13.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 13.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified by the purchaser in accordance with best practice.
- 13.5 Notwithstanding any reference to mediation and/or court proceedings herein:
- d) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - e) the purchaser shall pay the supplier any monies due to the supplier.

14. GOVERNING LANGUAGE

- 14.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that are exchanged by the parties shall also be written in English.

15. APPLICABLE LAW

- 15.1 The contract shall be interpreted in accordance with the laws of the Republic of South Africa, unless otherwise specified.

16. ASSIGNMENT

- 16.1 The supplier shall not abandon, transfer, cede or assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

17. AMENDMENT OF CONTRACT

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- 17.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement be amended or varied shall be in writing, shall also be in writing.

18. INDEMNITY

- 18.1 The Contractor agrees that the occupational use of Mintek's premises and buildings shall be at his own risk, and that he acknowledges the risks and dangers inherent therein. The Contractor furthermore acknowledges that Mintek and / or its employees shall not be liable or responsible for any loss, liability, damages, accident or injury, whether fatal or otherwise, of whatsoever nature and howsoever arising, whether directly from the permission granted by Mintek to execute certain events or otherwise, including but not limited to, the use of the premises and / or buildings, and indemnifies Mintek and/or its employees against all and any loss of / or damage to property, or injury or death, and any claim for such loss, damage, injury or death, from any cause whatsoever and howsoever arising, which may be suffered in this regard.
- 18.2 The Contractor and / or its officers, employees, agents, concessionaires, suppliers, Contractors or customers shall not have any claim of any nature against the Mintek for any loss, damage, injury or death which any of them may directly or indirectly suffer (whether or not such loss, damage, injury or death is caused through negligence of Mintek or its agents or employees) or for:
- any latent or patent defect in the premises;
 - a fire on the premises;
 - a theft from the premises;
 - the Premises or any part thereof being in a defective condition or state of disrepair;
 - force majeure of causus fortuitus or any other cause either wholly or partly beyond the Mintek's control;
 - the use of the services offered on the premises;
 - consequential loss howsoever caused;

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- any loss or damage whether to persons or property caused by riots, civil commotion, insurrection or actions taken by the Contractor or Mintek to mitigate the effect of / or prevent the aforesaid; and any other cause whatsoever.

18.3 Save for any wilful acts or omission or gross negligence by Mintek, its officers, employees, agents, concessionaires, suppliers and Contractors, the Contractor indemnifies Mintek and holds it harmless from and against all claims, actions, damages, liability and expense in connection with loss of life, personal injury and / or damage to property arising from or out of any occurrence in, upon or at the premises or the occupancy or use by the Contractor of the premises.

19. INSURANCE

19.1 Without limiting the obligations of the Contractor in terms of this Agreement, the Contractor shall effect and maintain the following insurances, covering:

- Public liability insurances, in the name of the Contractor, covering the Contractor and Mintek against liability for the death of / or injury to any person, or loss of / or damage to any property, arising out of / or in the course of this agreement.
- The Lessee shall insure all its own possessions and equipment kept on the premises, in its own name.

19.2 In the case of an occurrence giving rise to claim (and in accordance with the directives of the insurer), the Contractor shall proceed in the following manner:

- Over and above any statutory and / or other requirements contained in the conditions of this agreement, Mintek must immediately be notified telephonically (and confirmed by means of a telefax or email) of the circumstances, nature and estimate of the loss or damage; and
- Any claim settlement shall be subject to the approval of both Mintek and the Contractor.
- Mintek reserves the right to make enquiries regarding the cause and result of any such occurrence giving rise to a claim, and the Contractor shall assist Mintek in this regard.

19.3 All insurance must remain in force for the duration of this agreement.

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- 19.4 Should the Contractor fail to arrange insurance or to maintain it, Mintek shall be entitled to arrange for such insurance and to maintain it, and pay the premiums, as may be necessary. Amounts for this purpose will be paid by Mintek as a debt of Contractor.
- 19.5 The Contractor hereby guarantees that it shall make the necessary submissions of insurance to the satisfaction of Mintek after awarding/acceptance of this contract, as proof that the required insurances exist and that it will comply with all terms, requirements and conditions in respect of insurance applicable to this agreement.

20. COMPLIANCE WITH LEGISLATURE

- 20.1 All successful Tenderers, tendering on items where labour and/or equipment are included, shall enter into an agreement with Mintek, indemnifying Mintek from the provisions of the Occupational Health and Safety Act (85 of 1993).
- 20.2 The Contractor is to ensure compliance with the provisions of the Occupational Health and Safety Act (85 of 1993) & all relevant regulations, inclusive of all its employees & other Contractors on the site. The Tenderer shall provide a suitable health and safety plan appropriate for the contract tendered for.
- 20.3 The Contractor shall comply with all laws relating to wages and conditions generally governing the employment of labour.

21. WORKMEN'S COMPENSATION

The Tenderer shall, prior to commencement of any work on site in terms hereof, give written proof that he is registered as an employer in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 and the Tenderer shall remain registered as such for the duration of the contract awarded and shall pay all monies due to the Compensations Fund in terms of Section 15 of Act 130 of 1993. Failure to comply will result in the Tenderer being disqualified.

22. TERMS OF REFERENCE

22.1. Background

The current contract for Mintek's panel of external legal service providers will expire in October. Mintek therefore invites suitably qualified and experienced legal firms to tender for appointment to a panel of external attorneys.

The purpose of this tender is to establish a panel of external legal service providers to provide legal services to Mintek on an ad hoc basis. The panel will support Mintek in managing legal risk, reducing its exposure to litigation, providing legal advice to the Mintek Board, and ensuring compliance with applicable legislation and regulatory requirements.

The contract will be awarded **for a period of thirty-six (36) months**.

23. SCOPE OF WORK

Service Requirements

Mintek seeks to establish a panel of external legal service providers with the capacity to provide specialised legal services on an ad hoc basis across a range of legal disciplines. The panel will ensure timely access to legal expertise to support the organisation's strategic, operational and governance objectives.

The appointed service providers will be required to provide legal advice, draft and review legal documentation, represent Mintek where necessary, and manage legal matters on behalf of the organisation, depending on the nature and complexity of the instruction.

The scope of services includes, but is not limited to, the following functional areas:

- **Corporate Governance and Company Secretarial Services** (excluding Board Secretariat functions), including governance advisory services and support on corporate and statutory matters.
- **Commercial and Contract Law**, including the drafting, review and negotiation of commercial agreements, service level agreements, memoranda of understanding, and other contractual arrangements.

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- **Technology Transfer, Intellectual Property and Commercialisation**, including advice and support on intellectual property protection and management, licensing, research and development agreements, technology transfer, patent management, IP portfolio management, and the commercialisation of research outputs, prototypes, new technologies and inventions, together with related legal and commercial matters.
- **Employment and Labour Law**, including employee relations, disciplinary and grievance matters, collective labour matters, dispute resolution and representation before relevant forums.
- **Litigation, Dispute Resolution and Regulatory Compliance**, including legal opinions, litigation management, alternative dispute resolution, investigations, and advice on compliance with applicable legislation and regulatory requirements.

The legal services required will be assigned on a case-by-case basis according to the nature of the matter and the expertise of the appointed service provider. Bidders are required to indicate their areas of expertise against the categories provided in **Table 23A**.

Table 23A: Required categories for Mintek legal service providers

SERVICE CATEGORIES		PLEASE TICK THE CATEGORIES BIDDING FOR (✓)
1.	Commercialisation & Technology Transfer (Category A)	
1.1	Legal advice on technology transfer, commercialisation of research outputs, intellectual property and innovation management.	
1.2	Drafting, reviewing and negotiating intellectual property, licensing, commercialisation, collaboration, research and development, material transfer and technology transfer agreements, both locally and internationally.	
1.3	Legal advice and support in relation to the protection, exploitation, patent management and commercialisation of patents and other intellectual property, including trademarks, copyright, know-how, prototypes, new technologies and inventions, including advice and support relating to intellectual property searches, patent strategy, filing, prosecution, registration, renewal, maintenance, enforcement and other statutory requirements.	

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SERVICE CATEGORIES		PLEASE TICK THE CATEGORIES BIDDING FOR (✓)
1.4	Legal support relating to innovation partnerships, joint ventures and commercialisation initiatives.	
2.	Corporate Governance, Legal Support & General Legal Services (Category B)	
2.1	Legal advice on legislation applicable to Mintek, including the Mineral Technology Act, Public Finance Management Act (PFMA), Companies Act, POPIA and other applicable legislation and regulatory requirements.	
2.2	Corporate governance advisory services, including support on Company Secretarial matters (excluding Board Secretariat functions).	
2.3	Drafting, reviewing and advising on policies, governance frameworks and legal compliance matters.	
2.4	General legal opinions, advisory services and legal support to the Board, Board Committees and Management.	
3.	Commercial Contracts & Dispute Resolution (Category C)	
3.1	Drafting, reviewing, negotiating and advising on commercial contracts and agreements (local and international).	
3.2	Drafting and reviewing procurement, construction, engineering and infrastructure-related contracts, including GCC, FIDIC, NEC, PROCSA and other standard forms of contract.	
3.3	Development, review and maintenance of Mintek's standard contract templates and legal agreements	
3.4	Representation and legal support in contractual disputes, arbitration, mediation and litigation.	
4.	Employee Relations (Category D)	
4.1	Legal advice on employment and labour law matters.	
4.2	Representation in labour disputes, including proceedings before the CCMA, Labour Court and other relevant forums.	
4.3	Legal support on disciplinary matters, grievances, collective bargaining, organisational restructuring and other employee relations matters.	

Note: The bidder must ensure that they provide the required response/ information to the

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evaluation criteria for each service category in which the bidder has expertise as indicated.
The bidder is required to bid for a minimum of at least two (2) categories

24. EVALUATION OF THE PROPOSAL

Tender proposals will be evaluated in accordance with the 80/20 preference point system, as contemplated in the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act (PPPFA) (Act 5 of 2000).

24.1 Phase 1: Administrative Documents

Without limiting the generality of Mintek's other critical requirements for this bid, a bidder(s) should submit the documents listed in the table below. Please ensure that all documents are duly completed and signed by the duly authorised representative of the prospective bidder(s).

Administrative documents	Tick if submitted	
	Yes	No
MTF 01: Financial Offer and Price Declaration	Yes	No
MTF 02: Price	Yes	No
MTF 03: Validity of Tender Price	Yes	No
MTF 04: Form of Offer and Acceptance	Yes	No
MTF 05: Service Provider Declaration Form and Experience	Yes	No
MTF 06: Bank Details Form	Yes	No
SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Yes	No
SBD 4: Bidder's Disclosure	Yes	No
Central Supplier Database (CSD) Report	Yes	No
Joint Venture, Consortium, or Partnership agreement signed by all parties of agreement (if applicable)	Yes	No

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24.2 Phase 2: Mandatory Pre-qualification

The following mandatory pre-qualification requirements will form the basis for evaluating all bids. Failure to comply with any of these requirements, or to submit the required supporting documentation, will result in the bid being deemed non-responsive and will not be considered for further evaluation.

No.	Mandatory Pre-Qualification Requirement	Supporting Document Required
1.	The bidder must be registered as a legal practice in terms of the Legal Practice Act, 2014 (Act No. 28 of 2014).	Proof of registration with the Legal Practice Council (LPC).
2.	All attorneys who will render services to Mintek must be admitted legal practitioners and in good standing	Valid Fidelity Fund Certificate(s) for the current year.
3.	Paten's prosecution must submit evidence that the firm is registered as Patens.	Proof of registration.
4.	Compulsory site briefing-The site briefing is compulsory. Certificate of attendance will be issued on the day of the site briefing and must be attached to the proposal.	Certificate of Attendance.

24.3 Phase 3: Functionality

The following functionality criteria will be used for evaluating all tenders/ bid proposals. The functional evaluation process will be based on the bidder's response in respect of the proposal evaluated on the minimum offering. Proposals must score a minimum of 70 points for the applicable categories in order to qualify. **The bidder is required to submit a functionality response for each category they are bidding for.**

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24.3.1 Framework for Evaluation of Functionality Criteria

NO.	CRITERIA	POINTS
1.	*Category A – Commercialisation & Technology Transfer	100
1.1	EXPERIENCE OF THE LAW FIRM Service provider must have 10 years' experience and above. Must provide a detailed company profile, including years of experience and areas of expertise. Company profile must also include organogram • 10 years and above = 30 points • 6 – 8 years = 20 points • 3 – 5 years = 10 points • Less than 3 years = 0 points	30
1.2	KEY STAFF EXPERIENCE AND QUALIFICATIONS *Key staff/ company employees = Associates, Senior Associates & Partners Minimum requirements: ➤ LLB qualification, be admitted legal practitioners and be registered with the Legal Practice Council. ➤ Abridged CVs for key personnel. • Key company employees are established in their posts within the company and have more than 10 years' proven experience in handling cases of the nature described and have the required qualifications = 40 points. • Key company employees are established in their posts/ company and have 8 - 10 more years' proven experience in handling cases of the nature described and have the required qualification = 30 points. • Key company employees are established in their posts/ company and have 5 - 7 years' proven experience in handling cases of the nature described and have the required qualification = 20 points. • Key company employees are established in their posts/ company	40

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	and have 2 - 4 years' proven experience in handling cases of the nature described and have the required qualification = 10 points. • Company employees are all new to the posts/ company and have less than two years' proven experience in handling cases of the nature described and have the required qualifications = 5 points. • Non-submission= 0 points.	
1.3	Submit three (3) reference letters within 5 years on the client's official letterhead confirming satisfactory performance for work similar to the category being tendered for. References must include the client's name, description of services rendered, contract period and contact details. • Three (3) or more reference letters= 30 points • Less than three (3) reference letters= 10 points • Non-submission =0 points.	30
2.	CATEGORY B – CORPORATE GOVERNANCE, LEGAL SUPPORT & GENERAL LEGAL SERVICES.	100
2.1	EXPERIENCE OF THE LAW FIRM Service provider must have 10 years' experience and above. Must provide a detailed company profile, including years of experience and areas of expertise. Company profile must also include organogram. • 10 years and above = 30 points • 6 – 8 years = 20 points • 3 – 5 years = 10 points • Less than 3 years = 0 points	30
2.2	KEY STAFF EXPERIENCE AND QUALIFICATIONS *Key staff/ company employees = Associates, Senior Associates & Partners Minimum requirements: ➤ LLB qualification, be admitted legal practitioners and be registered with the Legal Practice Council.	40

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	➤ Abridged CVs for key personnel. • Key company employees are established in their posts/ company and have more than 10 years proven experience in handling cases of the nature described and have the required qualification = 40 points. • Key company employees are established in their posts/ company and have 8 - 10 more years proven experience in handling cases of the nature described and have required qualification = 30 points. • Key company employees are established in their posts/ company and have 5 - 7 years proven experience in handling cases of the nature described and have required qualification = 20 points. • Key company employees are established in their posts/ company and have 2 - 4 years proven experience in handling cases of the nature described and have required qualification = 10 points. • Company employees are all new to the posts/ company and have less than two years proven experience in handling cases of the nature described and have required qualification = 5 points. • Non-submission=0 points.	
2.3	Submit three (3) reference letters on the client's official letterhead confirming satisfactory performance for work similar to the category being tendered for. References must include the client's name, description of services rendered, contract period and contact details. • Three (3) or more reference letters= 30 points. • Less than three (3) reference letters= 10 points. • Non-submission =0 points.	30
3.	CATEGORY C – CONTRACTS & AGREEMENTS	100
3.1	EXPERIENCE OF THE LAW FIRM Service provider must have 10 years' experience and above. Must	30

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	provide a detailed company profile, including years of experience and areas of expertise. Company profile must also include organogram. • 10 years and above = 30 points • 6 – 8 years = 20 points • 3 – 5 years = 10 points • Less than 3 years = 0 points.	
3.2	KEY STAFF EXPERIENCE AND QUALIFICATIONS *Key staff/ company employees = Associates, Senior Associates & Partners Minimum requirements: ➤ LLB qualification, be admitted legal practitioners and be registered with the Legal Practice Council. ➤ Abridged CVs for key personnel. • Key company employees are established in their posts/ company and have more than 10 years proven experience in handling cases of the nature described and have the required qualification = 40 points. • Key company employees are established in their posts/ company and have 8 - 10 more years' proven experience in handling cases of the nature described and have required qualification = 30 points. • Key company employees are established in their posts/ company and have 5 - 7 years' proven experience in handling cases of the nature described and have required qualifications = 20 points. • Key company employees are established in their posts/ company and have 2 - 4 years' proven experience in handling cases of the nature described and have required qualifications= 10 points. • Company employees are all new to the posts/ company and	40

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	have less than two years' proven experience in handling cases of the nature described and have required qualifications = 5 points. • Non-submission=0 points.	
3.3	Submit three (3) reference letters on the client's official letterhead confirming satisfactory performance for work similar to the category being tendered for. References must include the client's name, description of services rendered, contract period and contact details. • Three (3) or more reference letters= 30 points • Less than three (3) reference letters= 10 points • Non-submission =0 points.	30
4.	CATEGORY D – EMPLOYEE RELATIONS	100
4.1	Experience of the law firm Service provider must have 10 years' experience and above. Must provide a detailed company profile, including years of experience and areas of expertise. Company profile must also include organogram. • 10 years and above = 30 points • 6 – 8 years = 20 points • 3 – 5 years = 10 points • Less than 3 years = 0 points.	30
4.2	KEY STAFF EXPERIENCE AND QUALIFICATIONS *Key staff/ company employees = Associates, Senior Associates & Partners Minimum requirements: ➤ LLB qualification, be admitted legal practitioners and be registered with the Legal Practice Council. ➤ Abridged CVs for key personnel. • Key company employees are established in their posts/ company	40

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	and have more than 10 years proven experience in handling cases of the nature described and have the required qualification = 40 points. • Key company employees are established in their posts/ company and have 8 - 10 more years' proven experience in handling cases of the nature described and have the required qualification = 30 points. • Key company employees are established in their posts/ company and have 5 - 7 years' proven experience in handling cases of the nature described and have the required qualification = 20 points. • Key company employees are established in their posts/ company and have 2 - 4 years' proven experience in handling cases of the nature described and have the required qualifications = 10 points. • Company employees are all new to the posts/ company and have less than two years' proven experience in handling cases of the nature described and have required qualifications = 5 points. • Non-submission=0 points	
4.3	Submit three (3) reference letters on the client's official letterhead confirming satisfactory performance for work similar to the category being tendered for. References must include the client's name, description of services rendered, contract period and contact details. • Three (3) or more reference letters= 30 points • Less than three (3) reference letters= 10 points • Non-submission =0 points.	30

Bidders who score a minimum of **70 points** for functionality will be considered for further evaluation.

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24.4 Phase 4: Price & Specific Goals

Evaluation Criteria	Final Weighted Scores
Price	80
Specific Goals	20
Total Score:	100

Method to be used to calculate points for specific goals:

No.	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders
2.	A company which is at least 51% owned by black people	10	SANAS Accredited B-BBEE Certificate or Sworn Affidavit where applicable.
3.	A company which is at least 30% owned by black women	5	SANAS Accredited B-BBEE Certificate or Sworn Affidavit where applicable.
4.	A company which is at least 30% owned by black youth	3	SANAS Accredited B-BBEE Certificate or Sworn Affidavit where applicable.
5.	A company which is at least 30% owned by black people with disability	2	SANAS Accredited B-BBEE Certificate or Sworn Affidavit where applicable.

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24.6 Quality of proposal

24.6.1 Ensure that all the document attachments are clearly marked and the tender proposal is submitted in a clear, logical and well-marked format together with an index.

24.6.2. An introductory covering letter using the company's official stationery (letterhead) reflecting the company's name and address should accompany the tender proposal.

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TENDER DOCUMENT

SECTION B: MINTEK TENDER FORMS (MTF) FOR COMPLETION

B1 – FINANCIAL OFFER FORMS
MTF 01: Financial Offer and Price Declaration
MTF 02: Price
MTF 03: Validity of Tender Price
MTF 04: Form of Offer and Acceptance
B2 – STANDARD BIDDING DOCUMENTS
MTF 05: Service Provider Declaration Form and Experience
MTF 06: Bank Details Form
SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
SBD 4: Bidder's Disclosure

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MTF 01

MTF 01: Financial Offer and Price Declaration

I/ We have examined the information provided in your tender document and offer to undertake the work prescribed in accordance with the requirements as set out in the tender document. The tender price quoted in this tender is valid for the stipulated period. I/We confirm the availability of the proposed team members. I/We confirm that this tender will remain binding upon us and may be accepted by you at any time before the expiry date. I/we confirm that if any difference between the total of the Pricing Schedule Summary and the amounts stated below exists, the total in the Financial Offer and Price Declaration shall apply.

Name and Surname:

Signature:

Date:

Are you duly authorized to
commit this tender:

Yes	No
-----	----

Capacity under which this tender
is signed:

TOTAL TENDER PRICE

**Total Cost of Ownership (TCO)
to Mintek
(Inclusive of VAT, Discounts,
etc.)**

R_____

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MTF 02

MTF 02: Pricing Schedule Summary

Professional Category	Charge Out Rates
Candidate Attorneys	
1 st Year Candidates	
2 nd Year Candidates	
Junior Associates	
0 - 1 st Year Associates	
1 st - 2 nd Year Associates	
Associates	
3rd - 5 th Year Associates	
Senior Associates	
6 th Plus Year Associates	
Associate Partners	

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Partners	
Senior Partners	
Directors (From Junior to Executive to Senior Executive)	
Total	
TOTAL TENDER PRICE	
Total Cost of Ownership (TCO) to Mintek	
(Inclusive of VAT, Discounts, etc.)	

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MTF 03

MTF 03: Validity of Tender Price

The Bidder is required to complete the following information on the duration for acceptance of the tender price, as follows:

The tender price holds good until:

.....
(State alternative period if less than 90 days
after tender closure date)

Print Name:

Signature of Tenderer:

Name of Company:

Date:

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MTF 04

MTF 04: Form of Offer and Acceptance

Offer

Mintek, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: (Enter full description of project here)

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

..... Rand (in words);

R..... (In figures)

This offer may be accepted by Mintek by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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For the Tenderer

- 1) I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Mintek in accordance with the requirements and specifications stipulated in bid numberat the price/s quoted. My offer/s remain binding upon me and open for acceptance by Mintek during the validity period indicated and calculated from the closing time of bid.
- 2) The following documents shall be deemed to form and be read as part of this agreement:
- 3) I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
 - i. Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Technical specification(s)
 - Declaration of interest
 - Special Conditions of Contract
 - ii. General Conditions of Contract; and
 - iii. Other (specify)
- 4) I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5) I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6) I confirm that I am duly authorised to sign this contract.

Signature :

Name :

Capacity :

Date :

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Name and address of organisation

.....

.....

Signature and name of witness

Signature :

Name :

Date :

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Acceptance

By signing this part of this Form of Offer and Acceptance, Mintek accepts the Tenderer's Offer. In consideration thereof, Mintek shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between Mintek and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in:

1. The Proposal, (which includes this Agreement)
2. Pricing Data
3. Scope of Work
4. Site information

Deviations from and amendments to the documents listed in the Tender Document and any addenda thereto as listed in the Tender Schedules/annexures as well as any changes to the terms of the Offer agreed by the Tenderer and Mintek during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact Mintek (whose details are given in the Acceptance form) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five working days of the date of such receipt notifies Mintek in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For Mintek

Signature :

Name :

Capacity :

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Date :

Name and address of organization

.....

.....

Signature and name of witness

Signature :

Name :

Date :

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MTF 05

MTF 05: Service Provider Declaration Form and Experience

Tenderers must complete the Service Provider's Declaration Form.

SERVICE PROVIDER DECLARATION FORM

NB: Should your form not be completed in full with your Tender/ Proposal, your submission may be rejected. Information in this questionnaire received will be treated with confidentiality.

COMPANY NAME: _____

COMPLETED BY: _____
Full name and Surname

DESIGNATION: _____

DATE: _____

IMPORTANT NOTES: PLEASE READ CAREFULLY

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MTF 05

To be completed by all Service Providers responding to a tender/ proposal or upon registration as an approved service provider on the procurement data base;

The application must be completed in full, be signed and commissioned by a Commissioner of Oaths where required.

A company profile must accompany the registration form but will not be accepted as a substitute for the application form – all fields on the application form must be completed by the tenderer.

Attach the following:

- Tax compliance status
- Copy of Registration Certificate (CC or Pty Ltd), Articles of Association and Memorandum of Agreement, whichever is applicable.
- Company profile including experience.
- A copy of the previous three years audited/ signed-off financial statements.
- Copies of SABS or any other rating or accreditation, certificates etc. where applicable.

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MTF 05

SERVICE PROVIDER DETAILS		
Registered Name of the Company:		
Trading Name of the Company:		
Company/ Close Corporation Registration Number:	VAT Registration Number:	Income Tax Reference Number:
Telephone Number:		Fax Number:
Web Address:		E-mail Address:
Name of Contact Person:		Contact Numbers Cell:
Business Physical Address:		Postal Address:
Web Address:		E-mail Address:
TYPE OF FIRM (Please the relevant box or boxes)		
☐ Public Company (Ltd)		
☐ Private Company (Pty) Ltd		
☐ Closed Corporation (CC)		
☐ Sole Proprietor		
☐ Partnership		

Company Name: _____

Initials: _____

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☐ Trust
☐ Section 21 Company
☐ Government/ Parastatal
☐ Joint Venture
☐ Consortium

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MTF 05

☐ Other, (Specify)

PARTICIPATION CAPACITY (Please the relevant box or boxes)

☐ Prime Contractor

☐ Sub-Contractor

☐ Supplier

☐ Services including Professional

☐ Manufacturer

☐ Repairer

☐ ISO Listed

☐ Importer

☐ Exporter

☐ Distributor

☐ Sales

BUSINESS SECTOR (Please the relevant box or boxes)

☐ Agriculture

☐ Mining and Quarrying

☐ Manufacturing

☐ Electricity, Gas and Water

☐ Construction

☐ Retail and Motor trade

☐ Wholesale trade, commercial and other trade

☐ Catering, accommodation and other

☐ Transport, storage and other trade

☐ Communications

☐ Finance and Business Services

☐ Repair/Allied Services

☐ Commercial Agents

☐ Community and Social Services

☐ Personal Services

☐ Other, (Specify).....

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MTF 05

SMALL, MEDIUM, MICRO ENTERPRISE (SMME) STATUS (Please the relevant box)						
☐ Micro						
☐ Very Small						
☐ Small						
☐ Medium						
☐ Large						
TOTAL NUMBER OF EMPLOYEES (Please the relevant box and state the number)						
☐ Full Time Number:						
☐ Part Time Number:						
LIST ALL PARTNERS, PROPRIETORS & SHAREHOLDERS AS INDICATED BELOW (COMPULSORY)						
NAME AND SURNAME	IDENTITY NUMBER	CITIZEN SHIP	DATE OF OWNER SHIP	% OF OWNE RSHIP	SPECIFY STATUS IF HDI, WOMEN, OR DISABLED	% VOTING
LIST AND IDENTIFY ANY OWNER OR MANAGEMENT OFFICE BEARER WHO HAS AN OWNERSHIP INTEREST IN ANOTHER FIRM						
NAME AND SURNAME	IDENTITY NUMBER	CITIZEN SHIP	DATE OF OWNER SHIP	% OF OWNE RSHIP	SPECIFY STATUS IF HDI, WOMEN OR DISABLED	% VOTING

Company Name: _____

Initials: _____

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MTF 05

IDENTIFY ANY OWNER OR MANAGEMENT OFFICER WHO IS AN EMPLOYEE OR HAS DUTIES IN ANOTHER BUSINESS ENTERPRISE

NAME AND SURNAME	IDENTITY NUMBER	CITIZENSHIP	DATE OF OCCUPATION	DESIGNATION	SPECIFY STATUS IF HDI, WOMEN OR DISABLED	% TIME DEVOTED

LIST THE MAJOR ITEMS OF EQUIPMENT, PLANT AND VEHICLES OWNED BY THE FIRM

ITEM DESCRIPTION	QUANTITY	ESTIMATED VALUE

INDICATE BY NAME AND STATUS, THOSE INDIVIDUALS IN THE FIRM (INCLUDING OWNERS AND NON-OWNERS) RESPONSIBLE FOR THE DAY TO DAY MANAGEMENT AND BUSINESS DECISIONS

ACTIVITY	NAME AND SURNAME	RACE	GENDER (MALE/FEMALE)	DISABLED (YES/NO)
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FINANCIAL DECISIONS

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Cheque Signing				
Acquisition of lines of credit				
Sureties				
Major Purchase or Acquisition				
Signing of Contract				

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MTF 05

MANAGEMENT DECISIONS				
Estimating				
Marketing and Sales Operation				
Hiring & Firing of Management				
Supervision of Office Personnel				
Supervision of Field/ Production Activities				
CLIENT DETAILS WHERE SIMILAR PROJECTS TO THIS TENDER HAVE BEEN UNDERTAKEN				
Company/ Institution Name				
Address				
Contact Person		Telephone:		
Value of contract	R	Date:		
Description of Work				
Company/ Institution Name				
Address				
Contact Person		Telephone:		
Value of contract	R	Date:		
Description of Work				
Company/ Institution Name				
Address				

Company Name: _____

Initials: _____

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Contact Person		Telephone:
Value of contract	R	Date:
Description of Work		

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MTF 05

Company/ Institution Name		
Address		
Contact Person		Telephone:
Value of contract	R	Date:
Description of Work		
Company/ Institution Name		
Address		
Contact Person		Telephone:
Value of contract	R	Date:
Description of Work		
LIST YOUR CURRENT MAIN CLIENTS BELOW		
Client		
Rand Value P.A.	R	% Turnover:
Contact Person		Telephone:
Client		
Rand Value P.A.	R	% Turnover:
Contact Person		Telephone:
Client		
Rand Value P.A.	R	% Turnover:
Contact Person		Telephone:
Client		
Rand Value P.A.	R	% Turnover:

Company Name: _____

Initials: _____

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Contact Person	Telephone:	
Clients		
Rand Value P.A.	R	% Turnover:
Contact Person	Telephone:	

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MTF 05

GENERAL
1. Did the firm exist under a previous name? YES/ NO
If YES , what was its previous name?
2. Does your company/any of its employees have a vested interest in MINTEK ? If YES , state which Department within MINTEK the said employee/s have such vested interest
3. Indicate as to whether any of the Partners, Proprietors & Shareholders is in the service of MINTEK , or has been in the service of MINTEK in the previous twelve months?
4. At what % of full capacity are you operating?
5. What percentage of work, directly/indirectly, is for MINTEK ?
6. What was your average turnover (excluding VAT) during the previous three financial years?

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7. Have you previously been on an approved supplier list with MINTEK ? If YES , specify

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MTF 05

8. Who are your present material / equipment suppliers?

9. Does your company have an after-hours service policy? (If **YES**, specify)

10. Are warranties offered on new items / repairs etc.? If **YES**, state particulars

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MTF 06

MTF 06: Bank Details Form

I/We hereby request and authorize you to pay any amounts which accrue to me/us to the credit of my/our bank account with the below-mentioned bank. I/we understand that the credit transfer hereby authorized will be processed by computer through a system known as **Electronic Funds Transfer** and I/we also understand that no additional advice of payment will be provided by my/our bank, but details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to issue bank statements.) I/we understand that a payment will be applied by **Mintek** in the normal way, and that it will indicate the date on which funds will be available in my/our account.

Bank Account Name : _____

Name of Bank : _____

Branch Code & Name : _____

Account Number : _____

Type of Account: Cheque ☐ Savings ☐ Transmission ☐

Bank details to be certified as correct by DATE STAMP of BANK:

Name and Surname : _____

Signature : _____

Designation : _____

Tel number : (_____) _____

Fax number : (_____) _____

DATE STAMP OF BANK

I/ We the undersigned, acknowledge(s) that:

- The information furnished is true and correct.
- Any conflict of interest has been declared in writing.
- An official Mintek Purchase Order will be accepted.
- Payment of any goods delivered or services rendered will be effected within 30 days from receipt of a valid invoice.

NAME AND SURNAME :

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SIGNATURE :
(Duly authorised to sign)

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MTF 06

BANKING DETAILS

Company Name: _____

Initials: _____

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ON BEHALF OF :
(Name of Organization)

ADDRESS :
.....
.....

TELEPHONE NUMBER :

DATE :

REGISTERED COMMISSIONER OF OATHES:

SIGNATURE :

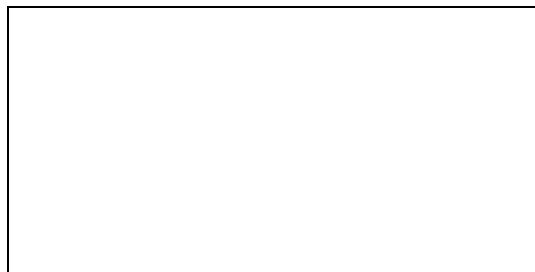
DATE :

STAMP:

(Commissioner's Stamp with registered number)

Failure to have a copy of this document signed by

A Commissioner of Oaths may invalidate this tender/ proposal submission



SBD 6.1

SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Mintek Request for Proposal

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

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

1. GENERAL CONDITIONS

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

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

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) 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 GOAL	20
TOTAL POINTS FOR PRICE & SPECIFIC GOALS	100

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- 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

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

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

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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)
A company that is South African owned	N/A	4	N/A	
A company which is at least 51% owned by black people	N/A	8	N/A	
A company which is at least 30% owned by black women	N/A	4	N/A	
A company which is at least 30% owned by black youth	N/A	2	N/A	
A company which is at least 30% owned by black people with disability	N/A	2	N/A	

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

Company Name: _____

Initials: _____

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- ☐ 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.

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SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: DATE: ADDRESS:

SBD 4: BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid

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.

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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