

Mintek Request for Proposal

TENDER DOCUMENT

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

 <p>MINTEK A global leader in mineral and metallurgical innovation</p>	<p>TENDER NO: MTK 29/2025</p> <p>REQUEST FOR PROPOSAL (RFP)</p> <p>APPOINTMENT OF A PANEL OF PERSONNEL PROTECTION & TACTICAL SECURITY SERVICE PROVIDERS (X3) FOR ASBESTOS REHABILITATION SITES</p> <p>VALIDITY PERIOD: 90 DAYS FROM CLOSING DATE</p>
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CLOSING DATE & TIME: 24 April 2026 at 12h00

TENDER SUBMISSION GUIDELINES: Tenders are to be submitted online using the Online Tender Box that is located on the Tender Notice Page, where procurement documentation is downloaded. Detailed instructions for online submission are published on the Online Tender Box.

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. Closing date for tender/ technical queries is **22 April 2026 at 15h00**.

BRIEFING SESSION DATE: 10 April 2026 at 11:00 (Attendance is non-compulsory)

BRIEFING SESSION VENUE: Online via Microsoft Teams

<https://teams.microsoft.com/meet/3955477151218?p=MemlVDXBsn2OGzWA2x>

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GENERAL TENDER INFORMATION

TENDER ADVERTISED: 30 March 2026

CLOSING DATE FOR TENDER ENQUIRIES: 22 April 2026 at 15h00

TENDER CLOSING DATE AND TIME: 24 April 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

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: XXXXX-[tenderername].xxx

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

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- MTF 01: Rate Schedule

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TENDER DOCUMENT

SECTION A: TENDER INSTRUCTIONS & REQUIREMENTS

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: _____

Company Name: _____

Initials: _____

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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 70 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 prequalification and functionality.
- 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

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supplier further warrants that all goods supplied under this contract shall have no 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

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Central Statistical Services. **When submitting any such claim, the tenderer shall 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,

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in which case the extension shall be ratified by the parties by the amendment of the contract.

- 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:

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- 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;
 - 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.

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- ii. the date of commencement of the restriction.
- iii. the period of restriction; and
- iv. the reasons for the restriction.

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.

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13. SETTLEMENT OF DISPUTES

- 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.

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17. AMENDMENT OF CONTRACT

- 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;

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- consequential loss howsoever caused;
- 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 affect 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.

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22. TERMS OF REFERENCE

The purpose of this tender is to invite suitably qualified service providers to submit proposals for the appointment of a panel of personnel protection and tactical security service providers (x3) for asbestos rehabilitation sites across the country.

BACKGROUND & CONTEXT

Mintek is managing the implementation of the Derelict and Ownerless (D&O) mine rehabilitation programme in collaboration with and funded by the Department of Mineral Resources and Energy (DMRE). The Mintek scope of the programme includes the rehabilitation of asbestos mines situated around the country in the following provinces: Limpopo, Mpumalanga, Northern Cape, Northwest, Kwa-Zulu Natal and Gauteng.

23. SCOPE OF WORK

PERSONNEL PROTECTION SERVICES

- The successful bidders will be responsible for providing a highly trained team proficient in transportation, intelligence gathering, reconnaissance, surveillance, proactive disruption and counterattack roles for protection of Mintek personnel, their contractors as well as plant and site establishment on an ad-hoc basis, when traveling for site inspections, tender briefings and in the case of riots etc.
- Security personnel to be fully equipped to combat resistance or attacks launched against the Mintek personnel, their contractors, as well as plant and site establishment.
- Security personnel to intercept any individuals and or vehicles who are behaving suspiciously, not fitting the normal pattern of behaviour or seem to be out of place. These individuals will be questioned, if possible, their details recorded and they will be escorted away from the operational area.
- The successful bidder will be responsible for law enforcement and Personnel protection of all Mintek personnel, their contractors and staff, site establishment continuance, plant etc.
- The successful bidders will have to ensure during site visits, briefings and investigations that the site is made and kept safe and maintain a safe perimeter.

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- In some instances, the successful bidder might require overnight accommodation or prolonged accommodation in close perimeter to the operational site, where there is unrest or treat of unrest.
- The successful bidder will be required to conduct a minimum of 48 hour's surveillance prior to site visits if a possible scenario is suspected.
- The successful bidder will be required to have an introductory interview with the local SAPS and law enforcement, monitor community interaction and conduct introduction meetings with stakeholders.
- The successful bidder should be able to have capacity and availability to be deployed within a period required by the scenarios to any of our sites across the country.
- The successful bidder will furnish Mintek with a letter of good standing from PSIRA. The bidder shall before the commencement date furnish Mintek with the file of names and grades and PSIRA registration numbers including all relevant certificates of all security personnel employed by the bidder to render services. This information shall be certified as true and correct by the bidder by means of written notice to Mintek setting out any change to the information submitted within 7-day s of such change occurring.
- The successful bidder shall provide FFP2 dusk masks and asbestos protection disposable overalls for instances when entering the asbestos contaminated site.

THE SUCCESSFUL BIDDER WILL HAVE TO SHOW THEIR ABILITY TO BE ABLE TO DEPLOY TO ANY OF THE REMOTE SITES WITH ALL THE REQUIREMENTS AND CAPABILITIES IF ORDERED.

ESCORT VEHICLE REQUIREMENTS:

- 2 x high profile 4x4-double cab type high rise vehicles with 2501cc Engine Capacity or above, supported by the Supplier's intelligence, communication and response infrastructure. This vehicle will be equipped with tracking, radios, cell phones, breaching equipment, torches, and spotlights and will be manned by a two-man (2) crew each.
- 1 x armoured vehicle able to resist assault type arms (standby for immediate deployment).
- Provide rate per kilometre for deployment from service provider's base of operation.
- Vehicle recovery strap, 1 per vehicle.
- Sand traps 1 per vehicle.
- Class ABC fire extinguisher, 1 per vehicle.

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- Co2 extinguisher, 1 per vehicle.
- Extra bullet proof vests for Mintek and DMRE delegates if required.

MINIMUM SECURITY AIDS AND EQUIPMENT REQUIRED:

- Communication equipment: 1 ICAAASA approved handheld radio per team member with spare battery. Must be able to operate on a repeater (UHF).
- Licensed firearms suitable for Personnel protection.
- Name badges and dog tags with name, ID#, PSIRA# (where applicable), and Blood Group for each team member.
- Semi-auto rifles in working condition, with 1–2-point slings, 3 spare magazines per rifle, Optic with illuminated reticule or red dot, weapon mounted light (minimum 1000 lumen WML).
- 80 Rounds of ammunition per rifle.
- Handgun in good, maintained condition carried in the correct retention holsters and with spare magazine and correct magazine pouch.
- 30 Rounds ammunition per handgun.
- Less than Lethal Pepper ball launchers (PBL) with air bottle, 250 pepper balls per hoppers.
- 2 Extra Gas/Air bottles for each PBL.
- Minimum of 500 extra pepper balls per launcher.
- 1 Factory regulation first aid kit in carry bag, 1 for every 4 team members
- Specialist first aid burns wound kit, 1 for every 4 team members.
- Team night vision equipment: preferably must be able to mount on a tripod or rifle
- Team handheld thermal scanner.
- Level III plates ballistic protection vest, per team member.
- Level IIA ballistic protection helmet (blast helmet), per team member.
- USB power-bank for re-charging, 1 per team member.
- HD digital video camera with tripod and spare battery (must use SD card).
- 2 set prisoner restraints per team member.
- 1 of fog and direct stream pepper spray (100ml with belt clip) per team member.
- Pepper fog grenade per team member.
- Extendable baton per team member.
- Shock baton per team member.

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- Four-wheeler quad bike for quick reaction and field response suited for off-road handling.
- Riot shield per team member.
- Extra BPV's for Mintek and DMRE delegates.
- 24 hour fully equipped security control room manned by a trained (bilingual) operator.
- Combat uniform and rain wear.
- Bullet proof vest (Level II front and back multi pouch vest).

PRIOR TRAINING REQUIREMENTS OF SECURITY PERSONNEL

SECURITY OFFICER LEVEL	TRAINING REQUIREMENT
Valid Grade A	Minimum Grade 12/ Matric; Must have minimum 4 years of Personnel protection and tactical security experience; Valid driving licence (valid learners' licence will be considered); Must be fluent in English (understand, read and write); Understanding of one or more local language; Training as security official (PSIRA registered); Personnel Protection Experience first aid; firefighting; Client relations; Report writing skills; Investigation skills; Supervising skills; Crowd control; Valid and relevant fire-arm training. Fire-arm competency certificate Regulation 21 compliance course certificate Licences for training purposes not allowed. Details of fire-arm ownership must be presented for verification
Tactical Armed Security Officer	Must have minimum 4 years of Personnel protection and tactical security experience; Crowd control experience; Valid and relevant fire-arm training.
Grade B Security Guards	PSIRA registered Access control of a higher risk area and supervision of lower grade security officers.
Grade C Security	PSIRA registered

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Guards	
Guarding Officers PSIRA registered grade D	Must have minimum 4 years of security experience; Crowd control experience; Valid and relevant fire-arm training.

PROTECTION UNIT COMPLIMENT

Guarding Compliment		
	Day Shift	
As and when required	Supervisor (Grade A)	
As and when required	Tactical Armed Security Officer	
	Grade B, C & D security	
Standby Tactical Security Team		
As and when required	Supervisor (Grade A)	
As and when required	Tactical Armed Security Officer	
	Grade B and C security	

GENERAL REQUIREMENTS

- Mintek requires on inception medicals/ health screening before and after the contract commences (entrance and exit medicals).
- Successful bidders to sign a non-disclosure agreement.
- Certified Proof of Liability Insurance and SASRIA Special Risk Insurance Cover & the amount available per claim (Minimum R5 million).
- 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 bidder shall provide a suitable **health and safety plan** appropriate for the contract tendered for. The plan should outline how to go about decontamination as per the latest Asbestos Regulation and basic health and safety requirements.

SECURITY SCENARIOS FOR ASBESTOS REHABILITATION PROJECTS

The following scenarios are possible examples of events that the service provider services will be required to handle. The service provider should be able to provide the minimum stated requirements as per the scenarios (not limited to).

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Bidders must read scenarios for the submission that is required for the functionality evaluation.

SCENARIO 1:	
Normal construction of asbestos rehabilitation where the Contractor has failed to provide adequate security during normal site operations	
Security complement required:	Supervisor, Grade C and D security guards
Services required (not limited to):	<ol style="list-style-type: none"> 1. Guarding only, with gate access control, and protection of equipment. 2. Only applicable when contractor defaults with tender security required. 3. Ad hoc requirement 4. Possible permanent establishment in area of default 5. 48 hr. Response after request from employer to mobilize 6. Only for period of default of contractor 7. SAPS notification and required communications 8. Community liaison 9. Reporting and admin 10. Absorbing of local security is a possibility for longer periods of time 11. Night guarding (limited to low force) 12. Tactical standby ad hoc

SCENARIO 2A: NORMAL CIRCUMSTANCES	
Before construction: All Stakeholder engagements including site briefings, introductions, inspections and investigations	
Security complement required:	Supervisor, Grade A, Grade B and Grade C security guards
Services required (not limited to):	<ol style="list-style-type: none"> 1. Support at Site Briefings and support for meetings when required 2. Support from security when attending meetings and site visits 3. 48 Hr deployment

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	<ol style="list-style-type: none"> 4. Possible extraction operational plan required for staff and AP's (full tactical) 5. Reconnaissance and intelligence plan when known challenges exist 6. SAPS support and operational planning required 7. Prevention of hostage and passive resistance control by communities and stakeholders 8. Armed Tactical Personnel protection from security company 9. Transport requirements for safe access and exit 10. Long Distance Travel 11. Access road clearance 12. Adequate wireless communication and contact 13. Escorting teams and staff
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SCENARIO 2B: EMERGENCY CIRCUMSTANCES	
Before construction: All Stakeholder engagements including site briefings, introductions, inspections and investigations	
Security complement required:	Supervisor, Grade A, Grade B and Grade C security guards
Services required (not limited to):	<ol style="list-style-type: none"> 1. Support at Site Briefings and support for meetings when required 2. Support from security when attending meetings and site visits 3. 4 Hr deployment 4. Possible extraction operational plan required for staff and AP's (full tactical) 5. Reconnaissance and intelligence plan when known challenges exist 6. SAPS support and operational planning required 7. Prevention of hostage and passive resistance control by communities and stakeholders 8. Armed Tactical Personnel protection from security company 9. Transport requirements for safe access and exit 10. Long Distance Travel 11. Access road clearance 12. Adequate wireless communication and contact 13. Escorting teams and staff

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SCENARIO 3: EMERGENCY ONLY	
During construction	
Security complement required:	1 Supervisor, 8 – 10 Security staff Grade A and Grade B
Services required (not limited to):	<ol style="list-style-type: none"> 1. SAPS operational plan and notification procedures 2. Access and exit road clearance and operational planning 3. Emergency medical support 4. Tactical and Armed security deployment 5. Crowd and riot control measures 6. Protective vehicles and equipment 7. Protective Gear for Staff and Stakeholders 8. 4 Hr. Response period 9. Emergency Extraction 10. Access control to site perimeter 11. Monitoring and controlling of operations 12. Barricading and perimeter measures 13. Adequate Wireless Communications 14. Possible Airlift support

24. EVALUATION OF THE PROPOSAL

A two-staged system will be used for this tender:

Stage 1 (This tender)

Bidders will be evaluated on administrative documents, mandatory pre-qualification and functionality.

Bidders must meet the minimum threshold for functionality in order to be considered for the panel. Only the top three (3) highest scoring bidders (functionality) will be appointed on the panel. The service providers will be appointed for a period of three (3) years.

Stage 2 (To follow)

Stage two (2) of the tendering process will involve the issuing of a Request for Quotation (RFQ) to the appointed panel members on a per project basis which will be evaluated on price and

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specific goal as per the 80/20 principle preference point system, as contemplated in the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act (PPPFA) (Act 5 of 2000). The awarded service provider must be available for deployment as required by the above scenarios after notification from Mintek.

The service provider shall be briefed in the circumstances for the deployment and the conditions on site prior to deployment. The service provider shall provide an operation plan, the adequately required security personnel and vehicles for the deployment and a preliminary costing as per operational plan and approved rates.

In the event of emergency situations, the appointed service providers will be deployed on a rotational basis during the three (3) year contract period.

24.1 Phase 1: Administrative Documents

Without limiting the generality of Mintek's other critical requirements for this bid, a bidder(s) must submit the documents listed in the table below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). A bidder's proposal may be disqualified for non-submission of any of the documents.

Administrative documents	Tick if submitted	
MTF 01: Rate Schedule	Yes	No
MTF 02: Service Provider Declaration Form and Experience	Yes	No
MTF 03: Bank Details Form	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

24.2 Phase 2: Mandatory Pre-qualification Criteria

The following prequalification criteria will form the basis for evaluating all bids and failure to comply with these criteria will result in the immediate disqualification of the proposal.

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NO.	MANDATORY PRE-QUALIFICATION REQUIREMENTS
1.	A valid certificate of good standing with a compensation fund for occupational injuries and diseases. A valid letter of good standing issued by the Department of Labour (COIDA).
2.	Valid PSIRA letter of good standing.
3.	Valid and certified copy of company's PSIRA registration certificate as a security service provider
4.	Valid and certified copy of company owners/ director's PSIRA registration Certificate.

24.3 Phase 3: Functionality

The following functionality criteria will be used for evaluating all bid proposals. Proposals must score a minimum of **70%** to be considered for the panel.

Note: For evaluation criteria 3 (operational planning & scoping), the bidders must read the security scenarios in the scope of work and provide an operational plan for each scenario.

24.3.1 Framework for Evaluation of Functionality Criteria

NO.	CRITERIA	DESCRIPTION OF CRITERIA	WEIGHT
1.	Experience		30
1.1	Provide proof of similar security services contracts that are completed. Specifically experience in Personnel protection, tactical security, transportation, intelligence gathering, reconnaissance,	<ul style="list-style-type: none"> • 5 or more contracts = 30 points • 3 to 4 contracts = 20 points • 1 to 2 contracts = 10 points • Non-submission = 0 points 	30

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	<p>surveillance, proactive disruption and counterattack roles.</p> <p>Bidders must submit both an award letter and testimonial for each contract completed.</p>		
2.	Capacity		30
2.1	<p>Experience of key personnel</p> <p>Non-attachment of abridged CVs will result in a zero score.</p> <p>Points will be awarded only for the full complement of the personnel.</p>	<p>Provide abridged CVs of personnel plus certification:</p> <p>2 x Security Supervisors: PSIRA Grade A (must have relevant certification from a recognised body, first aid & Personnel protection experience)</p> <p>8 x Tactical Armed Security Officers: (must have relevant certification from a recognised body (PSIRA), first aid (level 1 & 2) & Personnel protection experience)</p> <p>Bidder provided as per above requirements = 20 points Non-submission/ bidder did not submit as per above requirements = 0 points</p>	20

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2.2	<p>Equipment & escort vehicles</p> <p>Bidders are required to provide proof of ownership of the tactical response security aids, equipment and vehicles listed from page 24 of this RFP document (escort vehicle requirements).</p> <p>Where equipment/ vehicles are leased, bidders must submit a signed lease/ subcontractor agreement with supplier.</p>	<p>Tactical response equipment and escort vehicles meet the minimum requirements stipulated from page 24 of this RFP document = 10 points</p> <p>Tactical response equipment and escort vehicles do not meet the minimum requirements stipulated from page 24 of this RFP document = 0 points</p>	10
3.	Operational Planning & Scoping		40
Read the security scenarios listed on page 28 – 30 of this RFP document and provide an operational plan for each scenario.			
3.1	Operational Plan Timing & Structure		
3.1.1	<p>Scenario 1:</p> <p>Provide comprehensive independent operational plans for all scenarios as per page 23 – 26.</p> <p>Minimum requirement: Fulfil all the minimum specifications as per page 20 – 26. Include all resources and necessary details and equipment required.</p>	<p>Plan to comprise of contingency planning, emergency medical response plan, physical security threat risk assessment, and an evacuation plan. Fulfilling the requirements in the four scenarios above</p> <p>Scenario 1: Bidder covered 100% of the requirements = 5 points Bidder covered above 50% but less than 100% = 3 points</p>	5

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	<p>If requirements are not met in full the bidder will score 0 points.</p>	<p>Bidder covered above 25% but less than 50% = 1 point Bidder covered less than 25% / did not submit = 0 points</p>	
3.1.2	<p>Scenario 2A:</p> <p>Provide comprehensive independent operational plans for all scenarios as per page 23 – 26.</p> <p>Minimum requirement: Fulfil all the minimum specifications as per page 20 – 26. Include all resources and necessary details and equipment required.</p> <p>If requirements are not met in full the bidder will score 0 points.</p>	<p>Plan comprising of contingency planning, emergency medical response plan, physical security threat risk assessment, and an evacuation plan. Fulfilling the requirements in the four scenarios above</p> <p>Scenario 2A: Bidder covered 100% of the requirements = 5 points Bidder covered above 50% but less than 100% = 3 points Bidder covered above 25% but less than 50% = 1 point Bidder covered less than 25%/ did not submit = 0 points</p>	5
3.1.3	<p>Scenario 2B:</p> <p>Provide comprehensive independent operational plans for all scenarios as per page 23 – 26.</p> <p>Minimum requirement:</p>	<p>Plan comprising of contingency planning, emergency medical response plan, physical security threat risk assessment, and an evacuation plan. Fulfilling the requirements in the four scenarios above</p>	5

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	<p>Fulfil all the minimum specifications as per page 20 – 26. Include all resources and necessary details and equipment required.</p> <p>If requirements are not met in full the bidder will score 0 points.</p>	<p>Scenario 2B:</p> <p>Bidder covered 100% of the requirements = 5 points</p> <p>Bidder covered above 50% but less than 100% = 3 points</p> <p>Bidder covered above 25% but less than 50% = 1 point</p> <p>Bidder covered less than 25%/ did not submit = 0 points</p>	
3.1.4	<p>Scenario 3:</p> <p>Provide comprehensive independent operational plans for all scenarios as per page 23 – 26.</p> <p>Minimum requirement:</p> <p>Fulfil all the minimum specifications as per page 20 – 26. Include all resources and necessary details and equipment required.</p> <p>If requirements are not met in full the bidder will score 0 points.</p>	<p>Plan to comprise of contingency planning, emergency medical response plan, physical security threat risk assessment, and an evacuation plan. Fulfilling the requirements in the four scenarios above</p> <p>Scenario 3:</p> <p>Bidder covered 100% of the requirements = 5 points</p> <p>Bidder covered above 50% but less than 100% = 3 points</p> <p>Bidder covered above 25% but less than 50% = 1 point</p> <p>Bidder covered less than 25%/ did not submit = 0 points</p>	5
3.2	Mobility & Response Ability		
3.2.1	The company must prove functional support abilities in the	The contractor has provided the proof that they are able to mobilize	20

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<p>following provinces in any location:</p> <ul style="list-style-type: none"> • Limpopo; • Mpumalanga; • Northern Cape; and • KwaZulu-Natal. • Gauteng <p>Minimum Requirement Provide proof of:</p> <ol style="list-style-type: none"> 1. Subcontracting agreements/ letter of intent with service provider/s in the above-mentioned provinces, and/or 2. Proof of residence or operations in the abovementioned provinces, and/or Proof of mobility and capability to deploy to all the locations and provinces within the minimum requirement e.g. Service Level Agreement or sub-contractor agreement with a service provider stationed in the provinces 	<p>to any of the given locations in the required timeframes = 20 points</p> <p>Non-submission/ does not meet the requirements = 0 points</p>	
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	as mentioned above, which complies with all the requirements as specified above.		
Total			100

Bidders who score a minimum of **70%** for functionality will be considered for the panel. Only the top three (3) highest scoring bidders will be appointed on the panel.

Mintek may carry out a due diligence as part of the evaluation process for this tender. The results of the due diligence may be used by Mintek's Bid Adjudication Committee (BAC) in making an award decision.

The following checklist will be used for the due diligence should it be carried out (bidder to complete):

Name of Bidder:			
	Area: City/Town		
	Area Municipality		
	Area Province		

BIDDERS / COMPANY BUSINESS OFFICES

Proof of Physical Address		Verified: (Yes / No)	Compliant	Not Compliant
Proof of Postal Address		Verified: (Yes / No)	Compliant	Not Compliant
Telephone (Landline)		Verified: (Yes / No)	Compliant	Not Compliant
Fax line		Verified: (Yes / No)	Compliant	Not Compliant
Cell number		Verified: (Yes / No)	Compliant	Not Compliant
Email Address		Verified: (Yes / No)	Compliant	Not Compliant

Company Name: _____

Initials: _____

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COMPANY / BIDDERS OPERATIONAL CONTROL ROOM

Does the bidder have an Operational Control Room?	Yes/No	Comments:	Compliant	Not Compliant
Is the control room fully operational?	Yes/No	Comments:	Compliant	Not Compliant
Is the control room manned by a competent person? What PSIRA qualification/other relevant qualifications does the officer have?	Yes/No	Comments:	Compliant	Not Compliant
Does the bidder have radio two-way communication?	Yes/No	Comments:	Compliant	Not Compliant
Does the official who is appointed to man the control room make entries in the Occurrence Book?	Yes/No	Comments:	Compliant	Not Compliant
Is the following equipment available: Safe Radio Landline Telephone Other security equipment (Torches, Handcuffs, Batons etc.)	Yes/No	Comments:	Compliant	Not Compliant

BIDDERS / COMPANY RECORDS

Does the bidder have vehicles and are the vehicles marked /	Comments:	Compliant	Not Compliant
---	-----------	-----------	---------------

Company Name: _____

Initials: _____

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branded? Obtain list of vehicles of owned/leased.			
Are the bidder's vehicles installed with radio communication systems?	Comments:	Compliant	Not Compliant
Are the radio communication systems in the bidder's vehicles functional?	Comments:	Compliant	Not Compliant
BIDDERS / COMPANY FIREARMS AND AMMUNITION			
Does the bidder have enough firearms and ammunition as per the specification of this bid?	Comments:	Compliant	Not Compliant
Are the firearms registered in the name of the company?	Comments:	Compliant	Not Compliant
Does the bidder have all licenses of the firearms which are to be utilized on the site as per the specification?	Comments:	Compliant	Not Compliant
Does the bidder have a firearm permit book and an issue register?	Comments:	Compliant	Not Compliant
Are all personnel competent for carrying firearms as per the specification?	Comments:	Compliant	Not Compliant
Does the bidder have a safe for	Comments:	Compliant	Not Compliant

Company Name: _____

Initials: _____

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safe keeping of firearms?			
PREVIOUS EXPERIENCE			
Are all provided referees contactable?	Comments:	Compliant	Not Compliant
Is the feedback positive from the referees?	Comments:	Compliant	Not Compliant

24.4 Quality of proposal

24.4.1 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.

24.4.2. An introductory covering letter using the company's official stationary (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 FORMS
MTF 01: Rate Schedule
B2 – STANDARD BIDDING DOCUMENTS
MTF 02: Service Provider Declaration Form & Experience
MTF 03: Bank Details Form
SBD 4: Bidder's Disclosure

Company Name: _____

Initials: _____

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MTF 01

MTF 01: Rate Schedule

Bidders are required to provide all rates and prices on the below rate schedule. These rates will form part of the contract with the successful bidders. The prices and rates to be inserted in the rate schedule are to be the full inclusive. Such prices and rates shall cover all costs and all general risks, liabilities, and profit.

No.	Description	Rate per security personnel per day (VAT exclusive)
Weekday Day Shift Rates (6am to 6pm)		
1.	Tactical Armed Grade B Security Officer : On ad-hoc basis	
2.	Grade A Security Officer/Supervisor : On ad-hoc basis	
3.	Tactical Armed Grade C Security Officer : On ad-hoc basis	
Weekday Night Shift Rates (6pm to 6am)		
1.	Tactical Armed Grade B Security Officer : On ad-hoc basis	
2.	Grade A Security Officer/Supervisor : On ad-hoc basis	
3.	Tactical Armed Grade C Security Officer : On ad-hoc basis	

No.	Accommodation	Rate (VAT exclusive)
1.	Single night accommodation per Security personnel per day	
2.	Weekly accommodation	

Company Name: _____

Initials: _____

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No.	Travelling	Rate per kilometre (VAT exclusive)
1.	High profile 4x4 Twin Cab High Rise type vehicle with 2501cc Engine Capacity or above (Please specify engine type and fuel type) i) Engine Type: ii) Fuel Type:	
2.	Armoured vehicle as per specification (Standby for immediate deployment) 2501cc Engine Capacity or above (Please specify engine type and fuel type) i) Engine Type: ii) Fuel Type:	

No.	Additional costs	Cost
1.	Establishment cost per deployment	
2.	Asbestos training per personnel prior to deployment	
3.	Medicals (Annually for all resources as per specification including entrance and exit medicals).	
4.	Security aids and equipment required (Annually for all resources, see scope of work)	

No.	Escalation	%
1.	Provide escalation percentage on rates for year 2 of contract	
2.	Provide escalation percentage on rates for year 3 of contract	

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MTF 02

MTF 02: 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 02

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.

Mintek Request for Proposal

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MTF 02

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)		
<input type="checkbox"/> Public Company (Ltd)		
<input type="checkbox"/> Private Company (Pty) Ltd		
<input type="checkbox"/> Closed Corporation (CC)		
<input type="checkbox"/> Sole Proprietor		
<input type="checkbox"/> Partnership		

Company Name: _____

Initials: _____

Mintek Request for Proposal

- | |
|--|
| <input type="checkbox"/> Trust |
| <input type="checkbox"/> Section 21 Company |
| <input type="checkbox"/> Government/ Parastatal |
| <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Consortium |

Company Name: _____

Initials: _____

Mintek Request for Proposal

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MTF 02

<input type="checkbox"/> Other, (Specify)
PARTICIPATION CAPACITY (Please the relevant box or boxes)
<input type="checkbox"/> Prime Contractor
<input type="checkbox"/> Sub-Contractor
<input type="checkbox"/> Supplier
<input type="checkbox"/> Services including Professional
<input type="checkbox"/> Manufacturer
<input type="checkbox"/> Repairer
<input type="checkbox"/> ISO Listed
<input type="checkbox"/> Importer
<input type="checkbox"/> Exporter
<input type="checkbox"/> Distributor
<input type="checkbox"/> Sales
BUSINESS SECTOR (Please the relevant box or boxes)
<input type="checkbox"/> Agriculture
<input type="checkbox"/> Mining and Quarrying
<input type="checkbox"/> Manufacturing
<input type="checkbox"/> Electricity, Gas and Water
<input type="checkbox"/> Construction
<input type="checkbox"/> Retail and Motor trade
<input type="checkbox"/> Wholesale trade, commercial and other trade
<input type="checkbox"/> Catering, accommodation and other
<input type="checkbox"/> Transport, storage and other trade
<input type="checkbox"/> Communications
<input type="checkbox"/> Finance and Business Services
<input type="checkbox"/> Repair/Allied Services
<input type="checkbox"/> Commercial Agents
<input type="checkbox"/> Community and Social Services
<input type="checkbox"/> Personal Services
<input type="checkbox"/> Other, (Specify)

Company Name: _____

Initials: _____

Mintek Request for Proposal

Company Name: _____

Initials: _____

Mintek Request for Proposal

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MTF 02

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)		

Company Name: _____

Initials: _____

Mintek Request for Proposal

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

Company Name: _____

Initials: _____

Mintek Request for Proposal

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MTF 02

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: _____

Mintek Request for Proposal

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

Company Name: _____

Initials: _____

Mintek Request for Proposal

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MTF 02

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: _____

Mintek Request for Proposal

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

Company Name: _____

Initials: _____

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MTF 02

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?

Mintek Request for Proposal

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

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MTF 02

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

Company Name: _____

Initials: _____

Mintek Request for Proposal

MTF 03

MTF 03: 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.

Company Name: _____

Initials: _____

Mintek Request for Proposal

NAME AND SURNAME :

SIGNATURE :
(Duly authorised to sign)

Mintek Request for Proposal

MTF 03

BANKING DETAILS

ON BEHALF OF :
(Name of Organization)

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

TELEPHONE NUMBER :

DATE :

REGISTERED COMMISSIONER OF OATHES:

SIGNATURE :

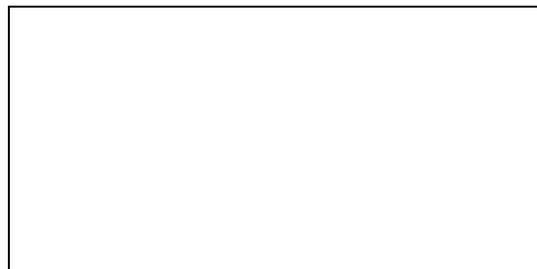
DATE :

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 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.

Company Name: _____

Initials: _____

Mintek Request for Proposal

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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.

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.

Company Name: _____

Initials: _____

Mintek Request for Proposal

- 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