


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 02/2023</p> <p>REQUEST FOR PROPOSAL (RFP)</p> <p>APPOINTMENT OF A PANEL OF MARKETING & COMMUNICATIONS SERVICE PROVIDERS</p> <p>VALIDITY PERIOD: 90 DAYS FROM CLOSING DATE</p>
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CLOSING DATE AND TIME:	07 August 2023 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 03 August 2023 at 15h00.
BRIEFING SESSION:	18 July 2023 at 11:00am (Non-compulsory)
BRIEFING SESSION VENUE:	Online via Microsoft Teams
BRIEFING SESSION LINK:	<u>Click here to join the meeting</u>
NON REFUNDABLE FEE:	R500.00 (Payment for tender participation)

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GENERAL TENDER INFORMATION

TENDER ADVERTISED: 07 July 2023

BRIEFING SESSION: 18 July 2023 at 11:00am

CLOSING DATE FOR TENDER ENQUIRIES: 03 August 2023 at 15h00

TENDER CLOSING DATE AND TIME: 07 August 2023 at 12:00pm

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.

All bidders must include (inside their bid) proof of payment of a R500 fee when submitting their tenders.

Bank Details

Bank: ABSA
Account number: 01000041501
Branch code: 632005

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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 for this tender. Please indicate them as not applicable and sign the document as required.

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- MTF 01: Service Provider Declaration Form & Experience
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TENDER DOCUMENT

SECTION A: TENDER INSTRUCTIONS & REQUIREMENTS

1. REQUEST FOR TENDER

TENDER NUMBER:	MTK 02/2023
TENDER CLOSING DATE & TIME:	07 August 2023 at 12:00 PM

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 National Treasury's Central Supplier Database. Registrations can be completed online at: www.csd.gov.za
 - Provide Mintek with their CSD registration number attached within their proposals.
 - **Mintek will only issue a Purchase Order to a supplier/ service provider who is tax compliant.**
 - In the event of 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 65 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 responses, mandatory pre-qualification 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.

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- 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.
- 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,

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;

- 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.

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.

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 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

The purpose of this tender is to invite suitably qualified suppliers to submit proposals for the assembly and wiring of control panels. Mintek is seeking to appoint a panel of Marketing & Communications service providers for a period of three (3) years. The services are required at Mintek's premises located at number 200 Malibongwe Drive, Strydom Park, Randburg.

23. SCOPE OF WORK

Mintek is seeking to appoint a panel of service providers that will be responsible for delivering a variety of communication, marketing and branding services to Mintek. These include positive brand experiences across all event categories, provision of specialised services such as media training, media buying, video production and editorial services. The tender comprises of the following eight (8) categories:

- Events management;
- Media buying;
- Video production;
- Media training;
- Branding and promotional items;
- Editorial services;
- Photography; and
- Market research.

23.1 Category 1 – Events Management

The panel of service providers will be responsible for supporting Mintek's communication initiatives by planning, managing, and executing various events to Mintek's standards and specifications. The selected panel of service providers will be responsible for delivering positive brand experiences across all event categories, including conferences, ministerial events, gala dinners, lunches, breakfast sessions, cocktail dinners, tours, Exco/ Board/ Media/ Stakeholder Engagements, internal employee engagement events, live broadcasts (physical and virtual), roadshows, izimbizo, sponsored events, and ad-hoc events.

The panel of service providers must provide the following services on an as-needed basis:

- Develop creative concepts for events.

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- Manage full technical requirements, including live broadcasts.
- Coordinate event production, registration, and compliance with Joint Operations Committee (JOC).
- Ensure SHEQ (event safety requirements) compliance.
- Provide collateral and 360-degree RSVP management.
- Manage accreditations, events photography/ videography, speakers, and entertainment.
- Create backdrops, certification by engineers, marquees, and stage and event-specific collateral.
- Conduct dry runs, pre-event briefings, and site recces.
- Source and manage venues and payments, media rooms, decor, catering, and menu tasting.
- Manage database management, protocol, parking plan, and event reporting.

The requirements will depend on the type and size of each event, and the panel of service providers must meet Mintek's standards and specifications to ensure the staging of high-quality events.

23.2 Category 2 – Media Buying

The panel of service providers will be responsible for providing media buying services on an as-needed basis. The selected service providers will identify the right media channels for Mintek's target audiences locally and internationally.

The panel of service providers must provide the following services on an as-needed basis:

- Developing a media plan that optimises the reach and impact of the advertising campaigns.
- Negotiate with media owners to secure the best rates and terms for Mintek, and executing the purchase of media inventory.
- Monitors and analyse the performance of the advertising campaigns to ensure it is meeting the Mintek's objectives, and making adjustments to the media plan as necessary.
- Provide regular reporting on the performance of the advertising campaign, including metrics such as reach, frequency, and engagement, and using data to inform future media planning and buying decisions.

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- Utilise data and technology to identify and target specific audiences with advertising messages, maximising the effectiveness of the campaign.
- Provide strategic guidance and advice to Mintek on their overall campaign and advertising strategy, helping them to achieve their business objectives.
- Provide Mintek access to research data and analysis to assist in its media planning and placement.

Channels of communication should include print media, digital media, social media, outdoor media, TV, radio, online, google ads, mobile channel sites, apps.

23.3 Category 3 – Video Production

The panel of service providers will be responsible for offering video production services for advertisement, corporate videos, product videos, divisional videos, success story videos, virtual reality videos, and animated videos. The selected service providers will be used on an ad-hoc basis.

The scope of work includes providing video production services for Mintek. The services required are as follows:

- **Advertisement Videos:** Production of videos that promote Mintek's services, products, and innovations to potential clients and investors.
- **Corporate Videos:** Production of videos that showcase Mintek's culture, values, and achievements to employees, stakeholders, and the public.
- **Product Videos:** Production of videos that demonstrate the features, benefits, and applications of Mintek's products and technologies to customers and prospects.
- **Divisional Videos:** Produce videos that highlight the activities, projects, and successes of Mintek's various divisions and departments.
- **Success Story Videos:** Produce videos that tell the stories of Mintek's successful projects, collaborations, and partnerships with clients and stakeholders.
- **Virtual Reality Videos:** The service provider should produce videos that create immersive and interactive experiences of Mintek's facilities, technologies, and processes using virtual reality.

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- **Animated Videos:** The service provider should produce videos that explain complex concepts, processes, and data in a simple, engaging, and entertaining way using animation.

23.4 Category 4 – Media Training

The panel of service providers will be responsible for providing media training services for Mintek executives and product specialists. The training will cover topics such as media relations, crisis management, effective communication skills, and interview techniques. The service providers will be required to provide training on-site at Mintek's premises in Randburg, Johannesburg, or via virtual platforms, as required.

23.5 Category 5 – Branding & Promotional Items

The panel of service providers will be responsible for providing branding collateral and promotional gifts for Mintek events. Suppliers in the panel will be required to provide quotations. Mintek will select suppliers based on creativity and cost-effectiveness of proposed solutions.

The services required will include:

- **Innovative branding solutions:** The service providers will provide creative branding solutions for Mintek events that will help us to stand out and create a lasting impression. This may include digital solutions such as interactive displays, augmented reality experiences, and other innovative branding concepts.
- **Signage:** The service providers will provide signage solutions for Mintek events that are visually appealing, easy to read, and accurately convey important information about the event. This may include indoor and outdoor signage, directional signs, and branded banners.
- **Promotional gifts:** The service providers will provide high-quality and creative promotional gifts that are both practical and memorable. These gifts should align with our brand values and help us to reinforce our messaging to customers and stakeholders. Examples of promotional gifts may include branded USB drives, eco-friendly notebooks, branded water bottles, and other creative gifts.

Examples of branding collateral and promotional gifts that may be required include:

- **Branded stationery:** This may include branded pens, notebooks, and other stationery items that can be given to event attendees as promotional gifts.
- **Branded clothing:** This may include t-shirts, hats, and other clothing items that can be worn by event staff or given to attendees as promotional gifts.
- **Technology accessories:** This may include branded USB drives, phone cases, and other tech-related accessories that can be given as promotional gifts.
- **Eco-friendly items:** This may include reusable water bottles, tote bags, and other eco-friendly items that align with our commitment to sustainability.

23.6 Category 6 – Editorial Services

Mintek is seeking to engage a panel of editorial service providers who specialise in science and engineering. The selected panel of service providers will be required to proofread and edit various documents including annual reports, reports, papers, and articles.

The scope of work will include but not limited to the following:

- Reviewing and editing documents for clarity, conciseness, consistency, and accuracy of technical content.
- Checking for grammatical and spelling errors and correcting them.
- Ensuring that the documents adhere to Mintek's style guide and brand guidelines.
- Providing recommendations to improve the overall quality of the document.
- Providing feedback and suggestions to the author(s) to enhance the clarity and effectiveness of documents.

The panel of service providers should comprise of individuals and companies that have extensive experience in providing editorial services in the science and engineering sector.

23.7 Category 7 – Photography

Mintek is looking for a panel of experienced service providers for industrial and portrait photography. The scope of work for the photography services required by Mintek includes two (2) categories, which are, industrial photography and portrait photography.

Industrial Photography

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Industrial photography involves capturing images of industrial equipment, processes, and products. The service provider should have experience in photographing minerals and metallurgy research and development equipment and processes, as well as other industrial sectors such as manufacturing, construction, and energy. The service provider should also be able to capture high-quality images that showcase the technical details of the equipment and the processes.

Portrait Photography

Portrait photography involves capturing images of individuals or groups of people. The service provider should have experience in photographing corporate portraits, event photography, and headshots. The service provider should also be able to work with clients to create a comfortable and relaxed atmosphere during the photoshoot, as well as offer guidance on posing and styling.

23.8 Category 8 – Market Research

The panel of service providers will be responsible for providing comprehensive market research services for Mintek's diverse portfolio of products and services. The research will cover topics such as market trends, competitive analysis, potential opportunities, and customer behaviour. The service providers will be required to conduct research in a variety of contexts and present findings either on-site at Mintek's premises in Randburg, Johannesburg, or via virtual platforms, as required.

Bidders are required to stipulate on the table below the category/ categories they are bidding for:

NO.	CATEGORY	PLEASE TICK THE CATEGORY/ CATEGORIES BIDDING FOR (✓)
1.	Category 1 – Events Management	
2.	Category 2 – Media Buying	
3.	Category 3 – Video Production	
4.	Category 4 – Media Training	
5.	Category 5 – Branding & Promotional Items	

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NO.	CATEGORY	PLEASE TICK THE CATEGORY/ CATEGORIES BIDDING FOR (✓)
6.	Category 6 – Editorial Services	
7.	Category 7 – Photography	
8.	Category 8 – Market Research	

24. EVALUATION OF THE PROPOSAL

A two-staged process will be used for this tender.

Stage 1 (This tender)

To be appointed as part of the panel, bidders shall submit all the administrative responses, meet the pre-qualification requirements and the minimum threshold for functionality. Only the top scoring bidders will be appointed on the panel (up to five (5) bidders for each category) and sign official contracts with Mintek. The panel 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 an 'as and when required' basis, which will be evaluated on price and specific goal as per the 80/20 principle according to the Preferential Procurement Regulations, 2022.

Appointment of panel

The contract(s) will be awarded to the top bidders who meet the minimum threshold for functionality and score the highest number of points during the functionality evaluation process (up to five (5) bidders will appointed for each category).

24.1 Phase 1: Administrative Responses

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

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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: Service Provider Declaration Form & Experience	Yes	No
MTF 02: 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.

NO.	MANDATORY PRE-QUALIFICATION REQUIREMENTS	PLEASE TICK DOCUMENTS ATTACHED
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).	

24.3 Phase 3: Functionality

The following functionality criteria will be used for evaluating all tenders. 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 the minimum points stipulated for each category in order to be considered for the panel. Up to five (5) bidders will appointed for each category. Only the top scoring bidders, who meet the minimum threshold for the category, will be appointed onto the panel for that category. **In the event that a bidder is bidding for more than one (1) category, the bidder must submit a separate functionality response for each category that they are bidding for. The bidder must clearly indicate the category that the functionality response is for.**

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24.3.1 Framework for Evaluation of Functionality Criteria

- Category 1 – Events Management

No.	Evaluation Criteria	Evidence	Requirements	Point Allocation	Total Maximum Points
1.	Demonstrate operational experience in the field of events management	<p>Up to five (5) reference/ testimonial letters from current or previous credible clients.</p> <p>Maximum 5 points per relevant references/ testimonials</p>	<p>Testimonials should be on the client/ customer letterhead.</p> <p>Testimonial should be from a reputable client.</p> <p>Provide specific details about the service provided.</p> <p>Vague or generic testimonials will not be considered.</p> <p>Testimonials must be related to the service required.</p> <p>Client/ customer providing the reference must be contactable.</p>	5 points per reference letter complying with all requirements	25
2.	Demonstrate experience in the full production and management of conference events	<p>Reference letter and conference report must be submitted for each conference claimed.</p> <p>The report must contain the following: <i>Attendance and participation levels.</i> <i>Feedback and satisfaction surveys.</i> <i>Achievement of objectives.</i> <i>Quality of content and speakers.</i> <i>Return on investment (ROI)</i></p>	<p>References should be on the client/ customer letterhead.</p> <p>Specific to conferences (Vague or generic testimonials will not be considered)</p> <p>Client/ customer providing the reference must be contactable</p> <p>The portfolio must be attributable to the claimed conferences.</p>	<p>1x conference = 10 points 2 x conferences = 20 points 3 or more conferences = 30 points</p>	30

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		Reference/ testimonial letters from current or previous credible clients			
3.	Demonstrate experience in the full production and management of Ministerial events. (Events that include the participation of a Minister or higher ranking government leaders on the programme, and involves the implementation of Ministerial protocol processes)	Reference letter and report must be submitted for each event claimed. Reference/ testimonial letters from current or previous credible clients	References should be on the client/ customer letterhead. Specific to conferences. (Vague or generic testimonials will not be considered) Client/ customer providing the reference must be contactable The portfolio must be attributable to the claimed conferences	1x event = 10 points 2 x event = 20 points 3 or more event = 30 points	30
4.	Demonstrate understanding Mintek's business and event requirements.	Submit an event proposal on how your company would approach and manage the following events: A Mintek Conference (10) An Employee event (5)	Mintek Conference (10): <ul style="list-style-type: none">• Theme and objectives• Agenda and sessions• Audience engagement• Logistics and venue• Budget and financials Employee Event (5): <ul style="list-style-type: none">• Activities and program• Communication and internal marketing• Logistics and venue	Mintek Conference (10) Employee Event (5)	15
Total Points					100
Minimum Threshold					75

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• **Category 2 – Media Buying**

No.	Evaluation Criteria	Evidence	Requirements	Point Allocation	Total Maximum Points
	Demonstration of operational experience in the field of Media Buying	Up to five (5) Reference/ Testimonial letters from current or previous credible clients. Maximum 5 points per relevant references/ testimonials	Testimonials should be on the Client/ Customer letterhead. Testimonial should be from a reputable client. Provide specific details about the service provided. Vague or generic testimonials will not be considered. Testimonials must be related to the service required. Client/ Customer providing the reference must be contactable.	5 points per reference letter complying with all requirements	25
	Demonstrate experience specifically in digital media buying (Social Media and google ads)	Reference/ testimonial letters from current or previous credible clients Submission of up to three (3) digital campaigns undertaken. Reference letter/ testimonial and portfolio/ report must be submitted for each campaign claimed.	References should be on the customer letterhead. Specific to digital marketing (Vague or generic testimonials will not be considered). Client/ customer providing the reference must be contactable	1x digital campaign = 10 points 2x digital campaigns = 20 points 3x digital campaigns = 30 points <ul style="list-style-type: none"> Reach and visibility Audience engagement through likes, comments, shares, and time spent Conversions and sales generated by the campaign 	30
	Demonstrate experience in Electronic Media Buying (TV, Radio)	Reference/ Testimonial letters from current or previous credible clients	References should be on the Client/Customer customer letterhead.	1x campaign = 10 points 2x campaigns = 20 points	30

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		Submission of up to three (3) electronic campaigns undertaken. Reference letter/testimonial and portfolio/report must be submitted for each campaign claimed	Specific to digital marketing. (Vague or generic testimonials will not be considered) Client/Customer providing the reference must be contactable	3x campaigns = 30 points Reach and audience metrics. Track conversions and actions taken Calculate ROI by comparing costs to generated revenue.	
	Demonstrate experience in print media buying	2 points per referenced campaign to a maximum of 5 campaigns (2 point per campaign) (10) Reference letter and portfolio must be submitted for each campaign claimed	References should be on the Client/Customer letterhead. Specific to digital marketing. (Vague or generic testimonials will not be considered) Client/ Customer providing the reference must be contactable	1x campaign = 5 points 2x campaigns = 10 generated revenue.	10
	Demonstrate understanding Mintek's requirements	Submit a proposal on how the company would approach and manage Mintek media buying requirements	Target audience Media channels for maximum Develop strategic media buying plan Use of data		5
Total Points					100
Minimum Threshold					75

- Category 3 – Video Production**

No.	Evaluation Criteria	Evidence	Requirements	Point Allocation	Total Maximum Points
1.	Demonstration of operational experience in video production.	Five (5) reference/testimonial letters from current or previous credible clients.	Testimonials should be on the customer/ client letterhead. Testimonial should be from a reputable client.	5 points per reference letter complying with all requirements	25

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		Maximum 5 points per relevant references/ testimonials	<p>Provide specific details about the service provided.</p> <p>Vague or generic testimonials will not be considered.</p> <p>Testimonials must be related to the service required.</p> <p>Client/ Customer providing the reference must be contactable.</p>		
2.	Demonstrate experience specifically in Corporate or advertising video production	<p>Submit three (3) videos demonstrating experience in varying types of video production.</p> <p>Each video will be evaluated on:</p> <ul style="list-style-type: none"> • Video's resolution quality and lighting • Clarity and delivery of script • Audio quality • Use of graphics or animations • Overall quality 	<p>Each submission must be accompanied by a Reference letter. The reference should be on the Client/Customer letterhead.</p> <p>Maximum (15) points per submission</p> <p>The reference letter should be specific the submitted video.</p> <p>Vague or generic testimonials will not be considered.</p> <p>Client/ customer providing the reference must be contactable</p>	<p>Video's resolution quality and lighting (3)</p> <p>Clarity and delivery of script (3)</p> <p>Audio quality (3)</p> <p>Use of graphics or animations (3)</p> <p>Overall quality (3)</p>	45
3.	Demonstrate experience specifically in Virtual Reality Videos	<p>Submit one (1) video demonstrating experience in virtual reality.</p> <p>Each video will be evaluated on:</p> <ul style="list-style-type: none"> • Video's resolution quality and lighting • Clarity and delivery of script • Audio quality • Use of graphics or animations • Overall quality 	<p>The submission must be accompanied by a Reference letter. The reference should be on the Client/Customer letterhead.</p> <p>Maximum (15) points per submission</p> <p>The reference letter should be specific the submitted video.</p>	<p>Video's resolution quality and lighting (3)</p> <p>Clarity and delivery of script (3)</p> <p>Audio quality (3)</p> <p>Use of graphics or animations (3)</p> <p>Overall quality (3)</p>	15

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			Vague or generic testimonials will not be considered. Client/ customer providing the reference must be contactable		
4.	Demonstrate availability of professional video production staff.	Submit CV/ Portfolio/ or Profile of: <ul style="list-style-type: none"> • Copywriter • Director of Photography • Editor 	Up to (5) points per CV/ Portfolio/ Profile	Overall Industry Experience	15
Total Points					100
Minimum Threshold					75

• **Category 4 – Media Training**

No.	Evaluation Criteria	Evidence	Requirements	Point Allocation	Total Maximum Points
1.	Demonstration of operational experience in media relations including: corporate communication; crisis Communication; media monitoring; media outreach and media training.	Three (3) reference/ testimonial letters from current or previous credible clients specifically on Media Training. Up to a maximum of 10 points per relevant reference/ testimonial.	Testimonials should be on the Customer/ Client letterhead. Testimonial should be from a reputable client. Provide specific details about the quality of service provided. Vague or generic testimonials will not be considered. Testimonials must be related to the service required. Client/Customer providing the reference must be contactable.	10 points per reference letter complying with all requirements	30

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2.	Demonstrate availability of professional Media Training expertise.	Submit CV/ Portfolio/ or Profile of at least two (2) Trainers.	Up to (20) points per CV/ Portfolio/ Profile	Overall Industry Experience and industry reputation Under 10 years (5) Over 10 years (10) Media/ Communications Qualification (10) – Minimum Bachelors (5) Honours (7) Masters (10)	40
3.	Demonstrate understanding Mintek's requirements	Submit a detailed training plan and methodology (not longer than 3 pages) for the training of Mintek's Executives, and product managers	The submitted plan must include: <ul style="list-style-type: none"> Objectives Content Outline Methods and Activities Evaluation and Feedback 	The plan will be evaluated on: <ul style="list-style-type: none"> Objectives (5) Content Outline (10) Methods and Activities (5) Evaluation and Feedback (5) Originality and creativity (5) 	30
Total Points					100
Minimum Threshold					75

• **Category 5 – Branding & Promotional Items**

No.	Evaluation Criteria	Evidence	Requirements	Point Allocation	Total Maximum Points
1.	Demonstration of operational experience in providing branded materials and branding solutions to reputable clients.	Five (5) reference/ testimonial letters from current or previous credible clients specifically on Media Training. Up to a maximum of 10 points per relevant references/ testimonials	Testimonials should be on the customer/ client letterhead. Testimonial should be from a reputable client. Provide specific details about the quality of service provided. Vague or generic testimonials will not be considered. Testimonials must be related to the service required.	10 points per reference letter complying with all requirements	50

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			Client/ customer providing the reference must be contactable.		
2.	Demonstrate experience in providing branding solutions	Submit a Portfolio of Branding solutions previously provided by the company	Each portfolio must be accompanied by an applicable reference/testimonial letter	The portfolio will be evaluated on <ul style="list-style-type: none"> • Quality of layout (5) • Creativity (5) • Visual Impact (5) • Readability (5) • Overall aesthetics (5) 	25
3.	Demonstrate experience in providing branded corporate gifts.	Submit a Portfolio of corporate gifts previously provided by the company	Each portfolio must be accompanied by an applicable reference/testimonial letter	The portfolio will be evaluated on <ul style="list-style-type: none"> • Quality of layout (5) • Creativity (5) • Visual Impact (5) • Innovation (5) • Overall aesthetics (5) 	25
Total Points					100
Minimum Threshold					75

• Category 6 – Editorial Services

No.	Evaluation Criteria	Evidence	Requirements	Point Allocation	Total Maximum Points
1.	Demonstration of experience in providing professional editorial services.	Three (3) reference/ testimonial letters from current or previous credible clients specifically on editorial services. Up to a maximum of 10 points per relevant references/ testimonials	Testimonials should be on the customer/ client letterhead. Testimonial should be from a reputable client. Provide specific details about the quality of service provided.	10 points per reference letter complying with all requirements	30

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			<p>Vague or generic testimonials will not be considered.</p> <p>Testimonials must be related to the service required.</p> <p>Client/ customer providing the reference must be contactable.</p>		
2.	Demonstrate availability of professional editorial expertise.	Submit at least two CV/ Portfolio/ or Profile of at least two editors.	Up to (20) points per CV/ Portfolio/ Profile	<p>Evaluation to include:</p> <p>Minimum four year English/ Literature qualification from a reputable institution (10)</p> <p>Specific experience in editorial services (5)</p> <p>Overall quality of CV (5)</p>	40
3.	Demonstrate experience in Research, Science, Engineering, Technology and Innovation specific editing	<p>Submit a detailed portfolio of editorial work done Research, Science, Engineering, Technology and Innovation.</p> <p>The portfolio must include a maximum of three (3) projects.</p>	Each project to will be evaluated on up to ten (10) points.	<p>The projects will be evaluated on:</p> <p>Evidence of clean and error-free writing in the portfolio samples</p> <p>Evaluate the editor's ability to adapt their writing style to different genres, tones, or target audiences</p> <p>Evaluate the editor's ability to simplify technical jargon for general audiences.</p>	30
Total Points					100
Minimum Threshold					75

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• **Category 7 – Photography**

No.	Evaluation Criteria	Evidence	Requirements	Point Allocation	Total Maximum Points
1.	Demonstration of experience in corporate photography.	Reference/ testimonial letters from current or previous credible clients. Maximum 5 points per relevant references/ testimonials	Testimonials should be on the customer/ client letterhead. Testimonial should be from a reputable client. Provide specific details about the service provided. Vague or generic testimonials will not be considered. Testimonials must be related to the service required. Client/ customer providing the reference must be contactable.	5 points per reference letter complying with all requirements	25
2.	Demonstrate experience specifically in industrial photography	Submit a portfolio demonstrating experience in industrial photography. The portfolio will be evaluated on <ul style="list-style-type: none"> • Resolution quality • Visual impact • Overall quality 	Each submission must be accompanied by a Reference letter. The reference should be on the Client/Customer letterhead. Maximum (25) points per submission The reference letter should be specific the submitted video). (Vague or generic testimonials will not be considered) Client/ customer providing the reference must be contactable	<ul style="list-style-type: none"> • Clarity and detail (5) • Visual impact (10) • Creativity (5) • Overall quality (5) 	25
3.	Demonstrate experience specifically in	Submit a portfolio demonstrating experience in corporate portraits.	Each submission must be accompanied by a Reference letter. The reference should be on	<ul style="list-style-type: none"> • Clarity and detail (5) • Visual impact (10) 	25

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	corporate portraits	<p>The portfolio will be evaluated on</p> <ul style="list-style-type: none"> Resolution quality Visual impact Overall quality 	<p>the Client/ Customer letterhead.</p> <p>Maximum (20) points per submission</p> <p>The reference letter should be specific the submitted video. (Vague or generic testimonials will not be considered)</p> <p>Client/ Customer providing the reference must be contactable</p>	<ul style="list-style-type: none"> Overall quality (5) Overall composition (5) 	
4.	Demonstrate experience specifically in event photography	<p>Submit a portfolio demonstrating experience in event photography.</p> <p>The portfolio will be evaluated on</p> <ul style="list-style-type: none"> Resolution quality Visual impact Overall quality 	<p>Each submission must be accompanied by a Reference letter. The reference should be on the client/ customer letterhead.</p> <p>Maximum (20) points per submission</p> <p>The reference letter should be specific the submitted video. Vague or generic testimonials will not be considered.</p> <p>Client/ customer providing the reference must be contactable.</p>	<ul style="list-style-type: none"> Clarity and detail (5) Visual impact (5) Overall quality (5) Event context (5) Client representation in photography (5) 	25
Total Points					100
Minimum Threshold					70

• Category 8 – Market Research

No.	Evaluation Criteria	Evidence	Requirements	Point Allocation	Total Maximum Points
1.	Demonstration of operational experience in market research including: trend analysis; competitive	Three (3) reference/ testimonial letters from current or previous credible clients specifically on Market Research, Brand	Testimonials should be on the customer/ client letterhead. Testimonial should be from a reputable client. Provide specific details about the quality of service	10 points per reference letter complying with all requirements	30

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	analysis; customer behaviour analysis; market opportunity identification	Research, or Product Research.	provided. Vague or generic testimonials will not be considered. Testimonials must be related to the service required. Client/ customer providing the reference must be contactable.		
2.	Demonstrate availability of professional Market Research expertise.	Submit CV /Portfolio/ or Profile of at least two (2) Researchers	Overall Industry Experience and industry reputation: Under 10 years (5) Over 10 years (10). Research-related Qualification (10) – Minimum Bachelors (5) Honours (7) Masters (10)	Up to (20) points per CV/ Portfolio/ Profile	40
3.	Demonstrate understanding of Mintek's requirements	Submit a research plan and methodology (not longer than 3 pages) for market research of Mintek's products and services. The submitted plan must include: Objectives, Content Outline, Methods and Activities, Evaluation and Feedback	The plan will be evaluated on: Objectives (5) Proposed Methodology and basis (20) Methods and Activities Originality and creativity (5)		30
Total Points					100
Minimum Threshold					75

24.5 Quality of proposal

24.5.1 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.

24.5.2. 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 – STANDARD BIDDING DOCUMENTS
MTF 01: Service Provider Declaration Form and Experience
MTF 02: Bank Details Form
SBD 4: Bidder's Disclosure

Mintek Request for Proposal

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MTF 01

MTF 09: 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 01

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 01

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: _____

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

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MTF 01

<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).....

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MTF 01

SMALL, MEDIUM, MICRO ENTERPRISE (SMME) STATUS (Please the relevant box)						
<input type="checkbox"/> Micro						
<input type="checkbox"/> Very Small						
<input type="checkbox"/> Small						
<input type="checkbox"/> Medium						
<input type="checkbox"/> Large						
TOTAL NUMBER OF EMPLOYEES (Please the relevant box and state the number)						
<input type="checkbox"/> Full Time Number:						
<input type="checkbox"/> 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: _____

Mintek Request for Proposal

Company Name: _____

Initials: _____

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MTF 01

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)

Mintek Request for Proposal

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

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MTF 01

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 01

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 01

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 01

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

MTF 10: 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 : _____

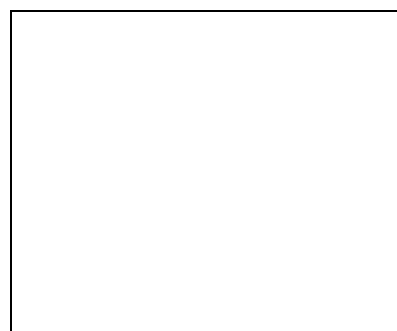
Signature : _____

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.

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NAME AND SURNAME :

SIGNATURE :
(Duly authorised to sign)

Mintek Request for Proposal

MTF 02

BANKING DETAILS

ON BEHALF OF :
(Name of Organization)

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

TELEPHONE NUMBER :

DATE :

REGISTERED COMMISSIONER OF OATHES:

SIGNATURE :

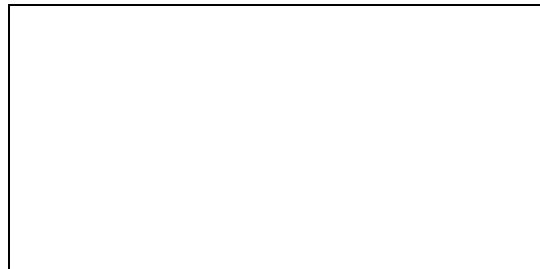
DATE :

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.

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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.

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- 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