

Mintek Request for Proposal

TENDER DOCUMENT

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

 MINTEK A global leader in mineral and metallurgical innovation	TENDER NO: MTK 12/2021 REQUEST FOR TENDER PROCUREMENT OF AN INDUCTIVE COUPLED PLASMA OPTICAL EMISSION SPECTROMETER (ICP-OES) VALIDITY PERIOD: 90 DAYS FROM CLOSING DATE
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CLOSING DATE AND TIME:	03 September 2021 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 01 September 2021 at 15h00.
NON REFUNDABLE FEE:	R500.00 (Payment for tender participation).
BRIEFING SESSION:	Non-compulsory briefing session (Microsoft Teams)
DATE:	20 August 2021 at 10:00am – 11:00am
BRIEFING SESSION LINK:	Click here to join the meeting

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GENERAL TENDER INFORMATION

TENDER ADVERTISED: 13 August 2021

CLARIFICATION MEETING: 20 August 2021 at 10:00am – 11:00am

CLOSING DATE FOR TENDER ENQUIRIES: 01 September 2021 at 15h00

TENDER CLOSING DATE AND TIME: 03 September 2021 at 12h00

CLOSING VENUE: Online Tender Box

**TENDER SUBMISSION
GUIDELINES**

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

Tenders must be prepared and submitted as follows:

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

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.

Bank Details

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

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Bank : ABSA

Account number :01000041501

Branch code:632005

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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TENDER DOCUMENT

SECTION A: TENDER INSTRUCTIONS & REQUIREMENTS

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1. REQUEST FOR TENDER

TENDER NUMBER:	MTK 12/2021
TENDER CLOSING DATE & TIME:	03 September 2021 at 12:00 PM
TENDER BRIEFING:	20 August 2021 at 10:00am – 11:00am
TENDER BRIEFING LINK:	Click here to join the meeting

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

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 ; and
 - Provide Mintek with their CSD registration number attached within their proposals.
 - **Mintek will only issue a purchase order to supplier/provider who is TAX Complaint.**
 - In the event of Joint Venture Agreement, the JV must be registered on the CSD and the registration number of the JV 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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2. GENERAL CONDITIONS OF TENDER

- 2.1 Bids must be submitted with all official Bid Forms that are contained within this tender document and duly completed.
- 2.2 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.
- 2.3 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.
- 2.4 This Bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations of 2011, the General Conditions of Contract (GCC) as listed in this document and, if applicable, any other special conditions of contract as specified.
- 2.5 The successful bidder will be reduced to a contract by signing the acceptance of offer.
- 2.6 It is an absolute condition that the taxes of the bidder **must be in order**.
- 2.7 A Tax Compliance Status must be submitted with the tender proposal on or before the closing date and time of the tender.
- 2.8 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).
- 2.9 All the documents reflected to this RFP/T must be completed and returned with this tender proposal. Failure to submit completed documents with the tender proposal may invalidate the tender proposal.
- 2.10 Failure to submit a valid and certified BBBEE Certificate will result in zero preference points being awarded for BBBEE. An EME or QSE may submit a sworn affidavit confirming the annual total revenue of R50m or less and level of Black ownership. Exempted Suppliers submitting an Exemption Certificate will be considered to be Level 4 BBBEE Contributors, and will automatically be entitled to claim/ be awarded 12/20 or 5/10 BBBEE preference points, based on whichever preference point system is applicable (i.e. 80/20 or 90/10).
- 2.11 Tender forms contained within the Tender Document requesting information have been drawn up so that certain essential information is furnished in a specific manner and format. Any additional particulars should be furnished on this document where appropriate, or in a separate annexure.
- 2.12 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/

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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.

- 2.13 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.
- 2.14 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.
- 2.15 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.
- 2.16 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**.
- 2.17 All prices shall be quoted in South African currency and be **VAT inclusive**.
- 2.18 Mintek reserves the right to only accept part of the submitted bid by a supplier.
- 2.19 Mintek reserves the right to withdraw this tender.
- 2.20 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.
- 2.21 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.
- 2.22 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.
- 2.23 The bidder's **company letterhead** must be used for the proposal's cover letter and reflect the company name, address and contact details.
- 2.24 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.
- 2.25 All pages of the proposal must be **initialled** by the responsible person.

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2.26 Only those tenderers who score a minimum score of **70%** points and above in respect of the Functionality criteria will be considered.

2.27 The Functionality Criteria is contained towards the end of this document.

2.28 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.

2.29 **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.
- 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.

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3. WARRANTY

- 3.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no 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.
- 3.2 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.
- 3.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 3.4 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.
- 3.5 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.

4. PRICE AND PAYMENT SCHEDULE

- 4.1 The Tenderer shall supply all the price information required in the price schedule, failure to do so shall invalidate the Tender.
- 4.2 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.
- 4.3 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.
- 4.4 Mintek reserves the right to withhold payment of any escalation while only provisional figures are available until the final (revised) figures are issued by the Government's Central Statistical Services. **When submitting any such claim, the Tenderer shall 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

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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.

- 4.5 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 4.6 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.
- 4.7 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of statement by the supplier.
- 4.8 Payment will be made in Rand unless otherwise stipulated.

5. VARIATION ORDERS

- 5.1 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.

6. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 Except as provided under paragraph 8.1, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, unless an extension of time is agreed upon pursuant to paragraph 6.2.... without the application of penalties.
- 6.5 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

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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.

7. PENALTIES

- 7.1 Subject to 8.1, 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.

8. FORCE MAJEURE

- 8.1 Notwithstanding the above provisions, 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.
- 8.2 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.

9. TERMINATION FOR INSOLVENCY

- 9.1 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.

10. SETTLEMENT OF DISPUTES

- 10.1 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. The CEO will have the final word in the resolution of disputes.

11. GOVERNING LANGUAGE

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- 11.1 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.

12. TRANSFER OF CONTRACTS

- 12.1 The Contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

13. AMENDMENT OF CONTRACTS

- 13.1 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.

14. EVALUATION OF TENDERS

- 14.1 All Tenders received shall be evaluated in terms of Functionality and BBBEE only.
- 14.2 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.

15. 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.

16. INDEMNITY

- 16.1 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

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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.

16.2 The Contractor and / or its officers, employees, agents, concessionaires, suppliers, Contractors or customers shall not have any claim of any nature against the Mintek for any loss, damage, injury or death which any of them may directly or indirectly suffer (whether or not such loss, damage, injury or death is caused through negligence of Mintek or its agents or employees) or for:

- any latent or patent defect in the premises;
- a fire on the premises;
- a theft from the premises;
- the Premises or any part thereof being in a defective condition or state of disrepair;
- force majeure of *causus fortuitus* or any other cause either wholly or partly beyond the Mintek's control;
- the use of the services offered on the premises;
- consequential loss howsoever caused;
- 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.

16.3 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.

17. INSURANCE

17.1 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.

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- 17.2 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.
- 17.3 All insurance must remain in force for the duration of this agreement.
- 17.4 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.
- 17.5 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.

18. COMPLIANCE WITH LEGISLATURE

- 18.1 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).
- 18.2 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.
- 18.3 The Contractor shall comply with all laws relating to wages and conditions generally governing the employment of labour.

19. 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

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terms of Section 15 of Act 130 of 1993. Failure to comply will result in the Tenderer being disqualified.

20. TAX CLEARANCE REQUIREMENTS

- 20.1 Bidders must ensure compliance with their tax obligations.
- 20.2 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.
- 20.3 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.
- 20.4 Bidders may also submit a printed TCS together with the bid.
- 20.5 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate proof of TCS / pin / CSD number.
- 20.6 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.
- 20.7 Mintek will not do business with a bidder who is not tax-compliant

21. TERMS OF REFERENCE

The purpose of this tender is to invite suitably qualified service providers to submit proposals for the supply, installation and commissioning of an Inductive Coupled Plasma Optical Emission Spectrometer (ICP-OES). The services are required at Mintek's premises located at number 200 Malibongwe Drive, Strydom Park, Randburg.

BACKGROUND & CONTEXT

MINTEK Analytical Chemistry Discipline (ACD) specialises in the analysis of elements to internal and external clients, covering a wide range of geological, metallurgical, and environmental applications. The objective of the tender is to procure the Inductively Coupled Plasma Optical Emission Spectrometer (ICP-OES), which will be used for research purposes and routine analysis of Precious Metals (PMs).

22. EVALUATION OF THE PROPOSAL

Tender proposals will be evaluated in accordance with the **80/20 preference point system**, as contemplated in the Implementation Guide to the Preferential Procurement Regulations, 2011 pertaining to the Preferential Procurement Policy Framework Act (PPPFA) (Act 5 of 2000).

22.1 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 the duly authorised representative of the prospective bidder(s). A bidder's proposal may be disqualified for non-submission of any of the documents.

I/We have attached to this document:	Tick if submitted	
MTF 01: Financial Offer and Price Declaration	Yes	No
MTF 02: Price	Yes	No
MTF 03: Validity of Tender Price	Yes	No
MTF 04: Form of Offer and Acceptance	Yes	No
MTF 05: Preference Points Claim Form	Yes	No
MTF 06: Declaration of Interest	Yes	No

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MTF 07: Declaration of Bidders Past Supply Management Practice	Yes	No
MTF 08: Certificate of Independent Bid Determination	Yes	No
MTF 09: Service Provider Declaration Form and Experience	Yes	No
MTF 10: Invitation to Bid	Yes	No
MTF 11: Bank Details Form	Yes	No
Central Supplier Database (CSD) Report	Yes	No

22.2 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
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).

22.2 Phase 3: Mandatory Technical Requirements

Bidder to complete the table below by indicating “yes” or “no” to confirm whether this requirement is met and provide explanations/ comments to support the answers.

Supporting documentation or evidence should be attached to this document, if no evidence is provided, it will be assumed that the specification cannot be met. The bidder’s response will be validated against the supporting evidence to confirm the conformance of the proposed instrument to the mandatory technical requirements.

Supporting documentation should take the form of technical specifications, datasheets, technical drawings, brochures, etc. Supporting documents should have page numbers for ease of reference.

NB: Bids that score NO for any items in the compulsory technical specification section will be disqualified and will not advance to the next stage of evaluation.

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Item	Compulsory Specifications	Requirement (Yes/ No)
The spectrophotometer		
1	The spectrophotometer must be a bench-top design, for the analysis of variety of samples including environmental, geochemical and metallurgical.	Yes or No
2	The spectrophotometer must be able to simultaneously perform determinations across ultra violet (UV) and visible, in a single measurement.	Yes or No
3	The spectrophotometer must be able to simultaneously determine all desired elements in one analytical reading.	Yes or No
4	The spectrophotometer minimum spectral range must be between 167 and 780 nm. A wider range must be specified.	Yes or No
5	The system must include a water chiller and that the chiller must not be mounted to the instrument chassis and have the ability to be situated at a distance from the instrument.	Yes or No
6	The instrument must have the typical resolution at the wavelength below: 200 nm < 0.007 nm	Yes or No
7	The analytical linearity must be in excess of 5-6 orders of magnitude.	Yes or No
8	The entire optical system must be enclosed in a purged and temperature controlled environment.	Yes or No
The ICP System		
9	The vertical plasma must be a two view with the capability to read axially and radially.	Yes or No
10	The system must be able to run organic and aqueous matrices. Proof of organic sample matrix is required.	Yes or No
11	The system must be able to operate in laboratory conditions that range from 15-30°C temperature and a relative humidity of 25-80 % non-condensing.	Yes or No
12	The plasma ignition and shut down must be computer controlled and totally automated.	Yes or No
13	The spectrophotometer must be able to operate with a single exhaust extraction directly coupled to the instrument, with expected extraction flow stipulated	Yes or No
14	The spectrophotometer must monitor gas pressures and flows, water flows, air pressure, exhaust air flow and plasma stability	Yes or No
15	The power requirements of the instrument must be approximately 2.9 kVA (single phase mains input voltage of 200-240 VAC, 50-60 Hz).	Yes or No
The Detector		

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16	The spectrophotometer detector must have the capability to read the emission wavelengths simultaneously.	Yes or No
RF Generator		
18	The RF generator must be solid state and have an optimal power output range of 750 - 1500 watts. A wider range must be specified with benefits.	Yes or No
The Flow Controls		
19	All gas flows to control the plasma should have mass flow controllers on them.	Yes or No
20	The plasma argon gas (coolant) flow must be controlled at flows ranging from 0-20.0 L/min.	Yes or No
21	Auxiliary gas flow must be controlled at flows ranging from 0-2 L/min.	Yes or No
22	The nebulizer argon flow must be controlled from 0 – 1.5 L/min.	Yes or No
23	The make-up gas should have flow from 0-2 L/min.	Yes or No
The Sample Introduction System		
24	The torch must be mounted vertically, with no further manual adjustment of the torch required for alignment to the RF coil or for axial optical alignment, or for adjustment of the position of the injector tube.	Yes or No
25	The sample introduction system must be able to accommodate commercially available, specialty nebulizers and spray chambers manufactured by third parties for maximum analytical flexibility.	Yes or No
26	The sample introduction system must include a glass cyclonic spray chamber and a glass concentric nebulizer.	Yes or No
27	The sample introduction system must include a multiple channel, variable speed, computer controlled peristaltic pump which allows for on-line addition of internal standards.	Yes or No
The Computer, Operating System, and the Software		
28	The computer must be an industry standard Intel 3GHz processor, 8 GB RAM.	Yes or No
29	The computer must have Windows 10 Professional 64-bit operating system loaded.	Yes or No
30	The computer must have at least two USB ports and all serial connection ports to connect the main instrument and other peripherals that are required for normal operation and are controlled by the software.	Yes or No
31	The control software must be able to apply spectral interference correction. In addition to background correction	Yes or No

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	post sample analysis, eliminating the need to re-analyse the sample thus increasing productivity.	
32	The software must identify and record errors to ensure that problem are resolved faster.	Yes or No
Auto Sampler		
33	The auto sampler with sample probe, wash up device, wash reservoir, power supplier, complete connection kit to the ICP-OES and computer must be provided.	Yes or No
34	The auto sampler must be able to accommodate a minimum of 240 samples.	Yes or No
35	The auto sampler must have a complete cover kit including extraction duct hosing.	Yes or No
36	The instrument must be able to do auto dilution automatically. The settings for controls must be done on the control software. If a dedicated software is supplied, it must sync with the software	Yes or No

22.3 Phase 4: Functionality – Minimum Threshold 70%

The following functionality criteria will be used for evaluating all tenders/ bid proposals. The functional evaluation process will be based on the bidder's response in respect of the proposal evaluated on the minimum offering. Proposals must score a **minimum of 70%** to qualify for further evaluation on Price and B-BBEE.

22.3.1 Framework for Evaluation of Functionality Criteria

Item	Functionality Criteria	Allocated Points
1	Delivery within six (6) to nine (9) weeks Bidder to submit a signed letter of commitment stating that delivery will be done within six (6) to nine (9) weeks Provided = 15 points Not provided = 0 points	15
2	Training of Mintek personnel after commissioning Supplier to provide training (equipment and software use) to 6 Mintek, Personnel after commissioning, certificate of training must be awarded to trained personnel. Bidders to provide a commitment statement to this effect, and the details of the training. Evidence of commitment to train must be submitted in the technical bid and	20

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	Not the financial bid. Provided = 20 points Not provided = 0 points	
3	A minimum of twelve months warranty Supplier to provide the instrument with a minimum warranty of 12 months after commissioning. Details of the warranty to be specified. Exclusions to be specified. Provided = 30 points Not provided = 0 points	30
4	Service, repairs support within 24 hours of call out Bidder to provide a letter of commitment Provided = 10 points Not provided = 0 points	10
5	List of service engineers and training record of ICP-OES service training The bid to include the supplier's list of service engineers (minimum of 2) that are in South Africa and their training record on ICP-OES service training. Provided 2 service engineers that are in South Africa and their training record on ICP-OES service training = 10 points Provided 1 service engineer that is in South Africa and their training record on ICP-OES service training = 5 points Not provided = 0 points	10
6	Testimonials Bidders to provide three (3) written verifiable testimonials from clients for delivering similar instrument 3 written verifiable testimonials provided = 15 points 2 written verifiable testimonials provided = 10 points 1 written verifiable testimonial provided = 5 points No written verifiable testimonial provided = 0 points	15
TOTAL POINTS		100

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

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22.4 Phase 3: Price & BBBEE

Evaluation Criteria	Final Weighted Scores
Price	80
Points for Black Economic Empowerment	20
Total Score:	100

***NB**

- Please provide original BBBEE Certificate or a certified copy of BBBEE Certificate or a sworn affidavit for EMEs and QSEs must be submitted.
- The bid to include a current cost of an SLA projected for two years after the expiry of the 12 months warranty. Bidder to detail what the SLA covers. The SLA should be quoted separately in the financial bid.

22.5 Quality of proposal

22.4.1 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.

22.4.2. 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 OFFER FORMS
MTF 01: Financial Offer and Price Declaration
MTF 02: Price
MTF 03: Validity of Tender Price
MTF 04: Form of Offer and Acceptance
MTF 05: Preference Points Claim Form
B2 – STANDARD BIDDING DOCUMENTS
MTF 06: Declaration of Interest
MTF 07: Declaration of Bidders Past Supply Management Practice
MTF 08: Certificate of Independent Bid Determination
MTF 09: Service Provider Declaration Form and Experience
MTF 10: Invitation to Bid
MTF 11: Bank Details Form

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MTF 01

MTF 01: Financial Offer and Price Declaration

I/ We have examined the information provided in your tender document and offer to undertake the work prescribed in accordance with the requirements as set out in the tender document. The tender price quoted in this tender is valid for the stipulated period. I/We confirm the availability of the proposed team members. I/We confirm that this tender will remain binding upon us and may be accepted by you at any time before the expiry date.

Name and Surname:

Signature:

Date:

Are you duly authorized to
commit this tender:

Yes	No
-----	----

Capacity under which this tender
is signed:

TOTAL TENDER PRICE

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

R_____

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MTF 02

MTF 02: Price

Description	Cost
Cost of Instrument	
Delivery	
Installation & Commissioning	
Training	
2 Year After Sales Support	
Other Costs	
TOTAL TENDER PRICE Total Cost of Ownership (TCO) to Mintek (Inclusive of VAT, Discounts, etc.)	

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MTF 03

MTF 03: Validity of Tender Price

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

The tender price holds good until:

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

Print Name:

Signature of Tenderer:

Name of Company:

Date:

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MTF 04

MTF 04: Form of Offer and Acceptance

Offer

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

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

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

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

..... Rand (in words);

R..... (in figures)

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

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For the Tenderer

- 1) I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Mintek in accordance with the requirements and specifications stipulated in bid number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by Mintek during the validity period indicated and calculated from the closing time of bid.
- 2) The following documents shall be deemed to form and be read as part of this agreement:
- 3) I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
 - i. Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Technical specification(s)
 - Preference Certificates in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Special Conditions of Contract
 - ii. General Conditions of Contract; and
 - iii. Other (specify)
- 4) I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5) I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6) I confirm that I am duly authorised to sign this contract.

Signature :

Name :

Capacity :

Date :

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Name and address of organisation

.....

.....

Signature and name of witness

Signature :

Name :

Date :

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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

For Mintek

Signature :

Name :

Capacity :

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Date :

Name and address of organization

.....

.....

Signature and name of witness

Signature :

Name :

Date :

**MTF 05: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

- I. The following preference point systems are applicable to all bids:
 - (a) the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - (b) the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- II.
 - a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
 - b) The 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- III. Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- IV. The maximum points for this bid are allocated as follows:

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	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- V. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- VI. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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3. POINTS AWARDED FOR PRICE

3.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1. Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1. B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

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(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1. Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1. If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1. Name _____ of
company/firm:.....

8.2. VAT _____ registration
number:.....

8.3. Company _____ registration
number:.....

8.4. TYPE OF COMPANY/ FIRM

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- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....
.....

8.6. COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7. Total number of years the company/firm has been in business:.....

8.8. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

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MTF 06: Declaration of Interest

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / employee numbers must be indicated in paragraph 3 below.

¹"State" means –

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- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....
.....
.....

Name of state institution at which you or the person connected to the bidder is employed:

.....
.....
.....

Position occupied in the state institution:

Any other particulars:

.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**

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document?

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars.

.....

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.....
.....

2.11	Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO
------	---	----------

2.11.1 If so, furnish particulars:

.....
.....
.....

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MTF 06

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Employee Number

4. DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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MTF 07

MTF 07: Declaration of Bidders Past Supply Management Practice

- 1 This Standard Bidding Document must form part of all bids submitted.
- 2 This document serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a) abused the institution's supply chain management system;
 - b) committed fraud or any other improper conduct in relation to such system; or
 - c) failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

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MTF 07

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MTF 08: Certificate of Independent Bid Determination

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited/ submitted.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MTF 08) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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MTF 08

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: _____

(Bid Number and Description)

in response to the invitation for the bid made by: _____

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. 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 consortium³ will not be construed as collusive bidding.

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MTF 08

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit, or not to submit a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- ³ 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.**
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Mintek Request for Proposal

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MTF 09

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 will 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 09

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.
- Certified BBBEE Rating Certificate (added advantage).

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MTF 09

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

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

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MTF 09

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

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MTF 09

SMALL, MEDIUM, MICRO ENTERPRISE (SMME) STATUS (Please the relevant box)						
☐ Micro						
☐ Very Small						
☐ Small						
☐ Medium						
☐ Large						
TOTAL NUMBER OF EMPLOYEES (Please the relevant box and state the number)						
☐ Full Time Number:						
☐ Part Time Number:						
LIST ALL PARTNERS, PROPRIETORS & SHAREHOLDERS AS INDICATED BELOW (COMPULSORY)						
NAME AND SURNAME	IDENTITY NUMBER	CITIZEN SHIP	DATE OF OWNER SHIP	% OF OWNER SHIP	SPECIFY STATUS IF HDI, WOMEN, OR DISABLE D	% VOTI NG
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 OWNER SHIP	SPECIFY STATUS IF HDI, WOMEN OR	% VOTI NG

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					DISABLE D	

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MTF 09

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

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

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

ITEM DESCRIPTION	QUANTITY	ESTIMATED VALUE

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

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

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

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MTF 09

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	

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MTF 09

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:	

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MTF 09

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 09

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

Mintek Request for Proposal

MTF 10

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:

DATE STAMP OF BANK

Name and Surname : _____

Signature : _____

Designation : _____

Tel number : (_____) _____

Fax number : (_____) _____

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

- The information furnished is true and correct.
- The B-BBEE points claimed is in accordance with the General Conditions contained within this document.
- Any conflict of interest has been declared in writing.
- An official Mintek Purchase Order will be accepted.

Mintek Request for Proposal

- Payment of any goods delivered or services rendered will be effected within 30 days from receipt of a valid invoice.

NAME AND SURNAME :

SIGNATURE :
(Duly authorised to sign)

Mintek Request for Proposal

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MTF 10

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

