

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 17/2021 REQUEST FOR TENDER APPOINTMENT OF A PANEL OF CONTRACTORS (X3) FOR THE PROVISION OF GLAZING SERVICES VALIDITY PERIOD: 90 DAYS FROM CLOSING DATE
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- CLOSING DATE AND TIME:** 23 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 **20 September 2021 at 15h00.**
- NON REFUNDABLE FEE:** R500.00 (Payment for tender participation).
- BRIEFING SESSION/ SITE VISIT:** **Compulsory briefing session/ site visit will be conducted.** Bidders must register for the briefing session/ site visit on the following email address: tenders@mintek.co.za
- The closing date for the compulsory briefing session/ site visit registrations is **10 September 2021 at 15h00.** Details of the briefing session/ site visit will only be shared with the bidders who register before the closing date and time.

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GENERAL TENDER INFORMATION

TENDER ADVERTISED: 03 September 2021

COMPULSORY BRIEFING SESSION/ SITE VISIT: Bidders must register for the briefing session/ site visit on the following email address: tenders@mintek.co.za

The closing date for the compulsory briefing session/ site visit registrations is 10 September 2021 at 15h00. Details of the briefing session/ site visit will only be shared with the bidders who register before the closing date and time.

CLOSING DATE FOR TENDER ENQUIRIES: 20 September 2021 at 15h00

TENDER CLOSING DATE AND TIME: 23 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

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.

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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

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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SECTION B: MINTEK TENDER FORMS (MTF) FOR COMPLETION

STANDARD BIDDING DOCUMENTS

- MTF 01: Declaration of Interest
- MTF 02: Declaration of Bidders Past Supply Management Practice
- MTF 03: Certificate of Independent Bid Determination
- MTF 04: Service Provider Declaration Form and Experience
- MTF 05: Bank Details Form

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TENDER DOCUMENT

SECTION A: TENDER INSTRUCTIONS & REQUIREMENTS

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1. REQUEST FOR TENDER

TENDER NUMBER:	MTK 17/2021
TENDER CLOSING DATE & TIME:	23 September 2021 at 12:00pm

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 Compliant.**
 - 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 administrative responses, mandatory pre-qualification and functionality.
- 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.
- 14.3 Mintek reserves the right not to award this bid to any bidder.
- 14.4 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.
- 14.5 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.
- 14.6 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 RFT and/or quotation.

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 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

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- 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.
- 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 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 contractors to submit proposals for the replacement of Mintek's external façade/ glazing and internal glass partitioning. The services are required at Mintek's premises located at number 200 Malibongwe Drive, Strydom Park, Randburg

BACKGROUND & CONTEXT

Mintek has embarked on a programme to renovate buildings and services throughout the Mintek campus. The current buildings were constructed many decades ago. With age, the defects have emerged and some defects are structural. The façades are not sealing the building properly and there is a lot of dust and water ingress into the buildings. The defects on the current building facades makes it difficult for Mintek to fulfil modern building requirements. Renovations are required for Block 9000, which is a corporate type of environment. The appointed service provider(s) will be expected to deliver both external glazing and partitioning. The renovations of Block 9000 will include double glazing, frameless windows, energy efficiency considerations and glass partitioning

SCOPE OF WORK

Mintek seeks to procure the services of suitable service providers to replace the facades and partitioning in Block 9000. The scope of work for this tender is based on stripping and replacing the external facades and installing new glass partitions according to the architect's design.

A panel of three (3) service providers will be appointed for a period of thirty six (36) months.

22. EVALUATION PROCESS

22.1 Evaluation of the tender will be done in two stages.

22.2 For stage one (1) of the tender, the proposal evaluation process will include only the evaluation of administrative responses, mandatory pre-qualification and functionality. No price evaluation will be done at this stage.

22.3 To be appointed as part of the panel, service providers shall submit all the administrative responses, meet the pre-qualification requirements and the minimum threshold for functionality. Only the top three (3) service providers will be part of the panel and sign official contracts with Mintek.

22.4 For stage two (2), a Request for Quotation (RFQ) will be issued to the relevant appointed panel members on a per project basis which will be evaluated on Price and B-BBEE as per the 80/20 principle per the 2017 Preferential Policy and Procurement Framework Act (PPPFA) 2017 regulations. The appointed service provider, through the RFQ process, will be issued with a formal Purchase Order.

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23. APPOINTMENT OF PANEL

- 23.1 The contract(s) will be awarded to the top three (3) bidders who score the highest number of points during the technical/ functionality evaluation process, except where the law permits otherwise.
- 23.2 Appointment as a successful service provider shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement, Mintek reserves the right to appoint an alternative supplier.

24. UTILISATION OF PANEL GUIDELINES

- 24.1 Stage two (2) of the tendering process will involve the issuing of a Request for Quotation (RFQ) to the appointed panel members on a per project basis which will be evaluated on Price and B-BBEE as per the 80/20 principle according to the 2017 Preferential Policy and Procurement Framework Act (PPPFA) 2017 regulations. The appointed provider through the RFQ process will be issued with a formal purchase order. A Purchase Order will only be issued to a provider who is TAX compliant at the date of order.
- 24.2 There is no guarantee that a service provider on the appointed panel will be contracted for the duration of this contract, and there is no guarantee that Mintek will procure all the items as included in this document.
- 24.3 Should the successful service provider not be in a position to provide Mintek with the required services of the Mintek buildings via the RFQ process, Mintek then reserves the right to contact other providers through a separate RFQ/ RFP process.

25. EVALUATION OF THE PROPOSAL

25.1 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: Declaration of Interest	Yes	No
MTF 02: Declaration of Bidders Past Supply Management Practice	Yes	No
MTF 03: Certificate of Independent Bid Determination	Yes	No

Mintek Request for Proposal

MTF 04: Service Provider Declaration Form and Experience	Yes	No
MTF 05: Bank Details Form	Yes	No
Central Supplier Database (CSD) Report	Yes	No
Joint Venture, Consortium, Partnership or Sub-consultancy agreement signed by all parties of agreement (where applicable)	Yes	No

25.2 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	Letter of Good Standing Valid certificate of good standing with the compensation fund for occupational injuries and diseases. Submit a valid letter of good standing issued by the Department of Labour (COIDA).	
2	Briefing Session/ Site Visit Attendance Certificate The briefing session and site visit is compulsory. Certificate of attendance will be issued on the day of the site briefing and must be attached to the proposal.	

25.3 Phase 3: 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 points** to qualify. Only the top three (3) highest scoring bidders will be appointed onto the panel.

25.3.1 Framework for Evaluation of Functionality Criteria

NO	CRITERIA	WEIGHT	SCORES
1	Completion of projects of similar scope. Client testimonials (on a	15	Scores will be based on successfully executed and completed projects over the last five (5) years of which details are provided: No submission = 0 points

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	client's letterhead) or completion certificates from the Client must be submitted		1 similar project = 5 points 2 similar projects = 10 points 3 or more similar projects = 15 points
2	Registration with CIDB SG Grading. The bidder must provide certificate	25	Not registered = 0 points SG Level 1 = 5 points SG Level 2 = 10 points SG Level 3 = 15 points SG Level 4 = 20 points SG Level 5 or more = 25 points
3	Qualifications (CVs, Qualifications), of Site Supervisor Minimum relevant qualifications: Grade 12 or equivalent	10	Score will be based on qualifications, years of experience on similar projects, of the proposed Site Supervisor as per details provided: 1 - 2 years' related experience with relevant qualifications = 2 points 3 - 4 years' related experience with relevant qualifications = 5 points 5 - 7 years' related experience with relevant qualifications = 7 points 8 or more years' related experience with relevant qualifications = 10 points
5	Qualifications (CVs, Qualifications) of Safety Officer Minimum relevant qualifications: National Diploma in Safety Management (Qualification should be issued by an accredited body)	10	Score will be based on qualifications and years of relevant experience of the proposed Safety Officer as per details provided: 1 - 2 years' related experience with relevant qualifications = 2 points 3 - 4 years' related experience with relevant qualifications = 5 points 5 - 7 years' related experience with relevant qualifications = 7 points 8 or more years' related experience with relevant qualifications = 10 points

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6	Project Methodology	20	Score will be based on number of subtopics (knowledge areas) or similar below : To be included in the subtopics: Work breakdown structure, communication plan, quality assurance plan, implementation plan, change request management, project status reporting, project risk management, procurement plan, documents control, deliverables sign off, and project closure. below 5 subtopics = 4 points between 5 and 6 subtopics = 8 points between 7 and 8 subtopics = 12 points between 9 and 10 subtopics = 16 points above 10 subtopics = 20 points
7	Safety, Health, Environment and Quality Plan	15	Score will be based on number of subtopics or similar below: Policies and Strategic Objectives, Leadership and Commitment; People; Resources and Documentation; Training, Awareness and Competence; Communication and Consultation; Regulatory Requirements and Standards; Risk Assessment; Change Management; Activity Planning and Procedures; Emergency Prevention and Response; Incident and Hazard Reporting; Non-Conformance and Corrective and Preventative Action; Implementation; Monitoring and Reporting; Auditing; Quality Management; and Performance Improvement and Learning. below 5 subtopics = 3 points between 5 and 7 subtopics = 6 points between 8 and 10 subtopics = 9 points between 11 and 13 subtopics = 12 points above 14 subtopics = 15 points
8	Project Schedule (Realistic detailed programme linked to Mintek's project scope)	5	MS Project Schedule or Similar (Realistic detailed programme indicating the following): No schedule submitted = 0 points

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			Project schedule is largely sequential and vulnerable to any delay. The programme includes few interim milestones. The programme provides overly optimistic timelines for sub-tasks = 3 points The project schedule and method is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution = 5 points
--	--	--	---

Bidders must score a minimum **70** points for functionality. Only the top three (3) highest scoring bidders will be appointed onto the panel.

25.4 Quality of proposal

- 25.4.1 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.
- 25.4.2. 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

MTF 01: Declaration of Interest
MTF 02: Declaration of Bidders Past Supply Management Practice
MTF 03: Certificate of Independent Bid Determination
MTF 04: Service Provider Declaration Form and Experience
MTF 05: Bank Details Form

MTF 01: 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 01

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

MTF 02: 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 02

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 03: 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 03

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 03

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 04: Service Provider Declaration Form and Experience

Bidders 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 04

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.

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MTF 04

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 04

☐ 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 04

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 DISABLED	% VOT ING
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 DISABLED	% VOT ING

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MTF 04

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 04

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				

Mintek Request for Proposal

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

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MTF 04

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:

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

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MTF 04

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

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

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MTF 04

8. Who are your present material / equipment suppliers?

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

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

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Mintek Request for Proposal

MTF 05: 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.
- Payment of any goods delivered or services rendered will be effected within 30 days from receipt of a valid invoice.

NAME AND SURNAME :

Mintek Request for Proposal

SIGNATURE :
(Duly authorised to sign)

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

