



Construction Procurement Documents

For use with:

JBCC Principal Building Agreement; Edition 6.2, May 2018

Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (August 2019)

REF NO. MBTC10/2023:

RENOVATIONS AND MAINTENANCE OF THE MANDELA BAY THEATRE COMPLEX

VOLUME 2 OF 3: RETURNABLE DOCUMENTS

ISSUED BY:	PREPARED BY:
Mandela Bay Theatre Complex Cnr John Kani Road & Winston Ntshona Street Central Gqeberha 6001 Contact: MBTC Supply Management Unit E-mail: suppliers@mandelabaytheatre.co.za	BTKM Quantity Surveyors EC (Pty) Ltd 84 Cape Road Mill Park Port Elizabeth/Gqeberha 6001 Contact Person: Name: Mr C Scott Tel.: 041 – 373 9127 E-mail: clements@btkm.co.za

Name of Tenderer

.....

Total of the prices inclusive of VAT: R

NOTE: The above is for recording of tender information purposes only. The Tenderer is required to fully complete and sign C1.1: FORM OF OFFER AND ACCEPTANCE, which formally constitutes the tender offer submitted by the Tenderer, and failure to do so, may result in disqualification of the tender.

NOTE: The Tenderer is required to return the original plus 1 (one) copy of Volume 2: Returnable Documents (this volume) as a complete tender offer. Failure to do so may result in the disqualification of the tender in accordance with clause 2.14 of the CIDB Standard Conditions of Tender.

CONTENTS

VOLUME 1: TENDERING PROCEDURES (SEPARATE DOCUMENT)

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data
 - CIDB Standard Conditions of Tender (August 2019 edition)

VOLUME 2: RETURNABLE DOCUMENTS (THIS DOCUMENT)

- T2.1 List of Returnable Documents
- T2.2 Returnable Schedules
- C1.1 Form of Offer and Acceptance
- C1.2(2) Contract Data (Part D: Tenderer's Selection)
- C1.4 Letter of Intent to provide Guarantee for Construction (Pro-Forma attached)
- C2.3 Final Summary of Provisional Bills of Quantities

VOLUME 3: THE CONTRACT (SEPARATE DOCUMENT)

C1: Agreement and Contract Data:

- C1.2(1) Contract Data (Parts A, B & C: Project and Contract Information and Tender Closing)

C2: Pricing Data:

- C2.1 Pricing Assumptions
- C2.2 Provisional Bills of Quantities

C3: Scope of Work:

- C3.1: Scope of Work
- C3.2: Annexures
 - C3.2 (1) Standard Forms for Contract Administration
 - (ii): Contractors Progress Report for Site Meetings
 - C3.2(2) Project Drawings

C4: Site Information:

- C4: Site Information

T 2.1: List of Returnable Documents

Only a tenderer who has fully completed and submitted all required tender documentation shall be considered as responsive in accordance with clause C.3.8 of the CIDB Standard Conditions of Tender (Annexure C of the Standard for Uniformity in Construction Procurement).

NOTE: The tenderer must complete and/or submit the following returnable documents:

1	Returnable schedules required for tender evaluation purposes: The tenderer must complete the following Returnable Schedules which are included in this tender document:		Check √
	T1.1	Part A – Invitation to tender	
	T2.2(1)	Authority for Signatory	
	T2.2(2)	Certificate of Authority for Joint Ventures	
	T2.2(3)	Record of Addenda to Tender Documents	
	T2.2(4)	Compulsory Enterprise Questionnaire and: SBD 4 Declaration of Interest. SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2022	
	T2.2(5)	Declaration Concerning Fulfilment of the Construction Regulations, 2014	
	T2.2(6)	Certificate of Attendance at Compulsory Clarification Meeting	
	T2.2(7)	Schedule of Current and Recently Completed Contracts of a Similar Nature	
	T2.2(8)	Schedule of Proposed Subcontractors	
	T2.2(9)	Schedule of Plant and Equipment	
	C1.1	Form of Offer and Acceptance	
	C1.2	Contract Data (Part D: Tenderer's Selection)	
	C1.4	Letter of Intent to Provide Construction Guarantee (Pro-forma attached)	
	C2.3	Final Summary of Provisional Bills of Quantities	
	C2.4	Protection of personal content: Consent	
2	Other documents required for tender evaluation purposes: The tenderer must complete and/or submit the following returnable documents:		
	T2.2(10)	A valid Tax Clearance Certificate issued by the South African Revenue Services in respect of the Tendering entity. In the case of a Joint Venture the Tenderer shall attach the Tax Clearance Certificate for each of the JV partners.	

	T2.2(11)	Documentation which records the Tenderer's name, CIDB grading and CRS No. for verification by the MBTC. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the above documentation in respect of each partner.	
	T2.2(12)	An original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit (construction charter), substantiating the Tenderer's B-BBEE rating. In the case of joint venture a consolidated B-BBEE verification certificate or sworn affidavit in the name of the joint venture must be submitted in order to qualify for the preference points.	
	T2.2(13)	CSD registration report dated not more than thirty (30) days prior to the tender closing date. In the case of a joint venture the tenderer shall attach the CSD registration report of each partner.	
	T2.2(14)	An original and valid municipal billing clearance certificate. In the case of a joint venture the tenderer shall attach the clearance certificate of each partner. If the Tenderer is not based in the Nelson Mandela Bay Municipality the Tenderer must attach an original and valid Municipal Accounts Clearance Certificate issued by the Municipality in which they are based as proof of locality..	
	T2.2(15)	A copy of the signed Joint Venture/Consortium agreement (the percentage of work to be done by each partner of the JV must be clearly indicated).	
	T2.2(16)	Declaration of Indemnity	
	T2.2(17)	Proof that the Tenderer or his subcontractor is an experienced specialist roofing contractor that has completed similar projects and an approved roofing installer/contractor of the manufacturer of the roof covering to be used on this project.	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MANDELA BAY THEATRE COMPLEX					
BID NUMBER:	REF NO.MBTC10/2023	CLOSING DATE:	12 December 2023	CLOSING TIME:	11H00
ISSUE DATE:					
DESCRIPTION	RENOVATION AND REFURBISHMENT OF EXISTING THEATRE COMPLEX, MANDELA BAY THEATRE COMPLEX, GQEBERHA.				
BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:					
Emailed to: Technical:		suppliers@mandelabaytheatre.co.za		SCM: suppliers@mandelabaytheatre.co.za	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT	MBTC Supply Chain Management Unit				
E-MAIL ADDRESS	Technical: sisa@mandelabaytheatre.co.za		SCM: suppliers@mandelabaytheatre.co.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA.....
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO SCORE POINTS FOR B-BBEE]					

2.1			
2.2 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2.3 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B:

TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:
1.1. RFQ DOCUMENTS WILL BE AVAILABLE FROM E-TENDER PORTAL (http://.etenders.gov.za). 1.2. BIDS MUST BE SUBMITTED IN THE TENDER BOX AT MANDELA BAY THEATRE COMPLEX (PE OPERA HOUSE), CNR JOHN KANI ROAD & WINSTON NTSHONA STREET, CENTRAL GQEBERHA ON 12 DECEMBER 2023 NOT LATER THAN 11:00. TELEPHONIC, FACSIMILE, ELECTRONIC AND LATE TENDERS WILL NOT BE ACCEPTED. 1.3. BID DOCUMENTS ARE FREE OF CHARGE. 1.4. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.5. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (FORM OF OFFER AND ACCEPTANCE).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA . 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD

NUMBER MUST BE PROVIDED.

- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

T 2.2 (1): Authority for Signatory

Indicate the status of the tenderer by completing the information hereunder.

I,, in my capacity as the Director / Partner /
Nominee of
..... (company name) (please see
attached resolution where applicable) hereby confirm that by my order / resolution of the Board /
Partnership / Co-operative (copy attached) taken on the 20..... am
authorized to sign all documents in connection with this tender offer and any contract resulting from
it on behalf of the company.

BUSINESS PARTICULARS

BUSINESS NAME:

TYPE OF BUSINESS (COMPANY, CLOSE CORPORATION, SOLE PROPRIETER,
PARTNERSHIP):
.....

COMPANY REGISTRATION NUMBER:

BUSINESS ADDRESS:

I the undersigned confirm and acknowledge that the information supplied above is true and correct.

If the claim is found to be incorrect, the employer may apply measures against me for committing
such fraud, corruption, favoritism art unfair and irregular practices in municipal Supply Chain
Management processes.

The employer may recover all costs, losses or damages it has incurred as a result of wrong
information furnished.

Signature: Date:

T 2.2 (2): Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms
, authorized signatory of the company
, acting in the capacity of lead partner, to
 sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

PROJECT TITLE	RENOVATIONS AND MAINTENANCE OF THE MANDELA BAY THEATRE COMPLEX	
SCMU NUMBER	MBTC10/2023	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner: ▪		Signature. Name Designation.....
..... ▪		Signature. Name Designation.....
..... ▪		Signature. Name Designation.....
..... ▪		Signature. Name Designation.....

T 2.2 (3): Record of Addenda to tender Documents

The undersigned confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

T2.2 (4): Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 6: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 7: SBD 4 issued by National Treasury must be completed for each tender and be attached as a tender Requirement.

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender Requirement.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

1. authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
2. confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
3. confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
4. confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
5. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

T 2.2 (4): Compulsory Enterprise Questionnaire – SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2

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

- 2.2.1 If so, furnish particulars:

.....
.....

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

- 2.3.1 If so, furnish particulars:

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

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

T 2.2 (4): Compulsory Enterprise Questionnaire – SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 Contributor	10	20		
B-BBEE Status Level 2 Contributor	9	18		
B-BBEE Status Level 3 Contributor	7	14		
B-BBEE Status Level 4 Contributor	6	12		
B-BBEE Status Level 5 Contributor	4	8		
B-BBEE Status Level 6 Contributor	3	6		
B-BBEE Status Level 7 Contributor	2	4		
B-BBEE Status Level 8 Contributor	1	2		
Non-complaint contributor	0	0		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

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

T2.2(5): Declaration Concerning Fulfillment of the Construction Regulations, 2014

In terms of regulation 5 (1)(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), in terms of Section 43 of the Occupational Health & Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1	I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the Regulations:	(Tick)
		YES
		NO
2	Indicate which approach shall be employed to achieve compliance with the Regulations:	(Tick)
	2.1 Own resources, competent in terms of the Regulations (refer to 3 below)	
	2.2 Own resources, still to be hired and/or trained (until competency is achieved)	
	2.3 Specialist subcontract resources (competent) specify:	
	
	
	
	
3	Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the contract team as specified in the Regulations (CV's to be attached):	
	
	
	
	
	
	
	
4	Provide details of proposed training (if any) that will be undergone:	
	
	
	
	
	
	
	
	
	

5	List potential key risks identified and measures for addressing risks:		
6	I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfillment of the Regulations for the duration of the construction and defects repair period:	(Tick)	
		YES	
		NO	

Signature of Person(s) duly authorized to sign this Tender:

Signed	_____		Date	_____
Name	_____		Position	_____
Tenderer	_____			

T2.2(6): Certificate of Attendance at Compulsory Clarification Meeting

In accordance with clause C2.7 of T1.2: Tender Data I / we hereby certify that (*Name of Tenderer*):

_____ was represented by the person(s) named below at the compulsory clarification meeting held for all Tenderers at the site, **Mandela Bay Theatre Complex (PE Opera House), Cnr John Kani Road & Winston Ntshona Street, Central, Gqeberha** on 17 November 2023 at **11h00**.

We acknowledge that the purpose of the meeting was to fully acquaint ourselves with the site of the Works and/or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of Person(s) attending the meeting;

Name: _____ Signature: _____

Capacity _____

Name: _____ Signature: _____

Capacity _____

Name: _____ Signature: _____

Capacity _____

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: _____ Signature: _____

Capacity _____

Date: _____

T2.2(7): Schedule of Current and Recently Completed Contracts of a Similar Nature

A: Schedule of current contracts:

1	Contract Details	
Description		
Contract Value (incl. VAT)		
Contract Period		
Anticipated Completion Date		
Name of Employer/Client:		
Employer Contact Person		
Employer Contact Details (Tel no. and/or e-mail)		
Name of Principal Agent:		
Prin. Agent Contact Person		
Prin. Agent Contact Details (Tel no. and/or e-mail)		
2	Contract Details	
Description		
Contract Value (incl. VAT)		
Contract Period		
Anticipated Completion Date		
Name of Employer/Client:		
Employer Contact Person		
Employer Contact Details (Tel no. and/or e-mail)		
Name of Principal Agent:		
Prin. Agent Contact Person		
Prin. Agent Contact Details (Tel no. and/or e-mail)		
3	Contract Details	
Description		
Contract Value (incl. VAT)		
Contract Period		
Anticipated Completion Date		
Name of Employer/Client:		
Employer Contact Person		
Employer Contact Details (Tel no. and/or e-mail)		
Name of Principal Agent:		
Prin. Agent Contact Person		
Prin. Agent Contact Details (Tel no. and/or e-mail)		

4	Contract Details	
Description		
Contract Value (incl. VAT)		
Contract Period		
Anticipated Completion Date		
Name of Employer/Client:		
Employer Contact Person		
Employer Contact Details (Tel no. and/or e-mail)		
Name of Principal Agent:		
Prin. Agent Contact Person		
Prin. Agent Contact Details (Tel no. and/or e-mail)		
5	Contract Details	
Description		
Contract Value (incl. VAT)		
Contract Period		
Anticipated Completion Date		
Name of Employer/Client:		
Employer Contact Person		
Employer Contact Details (Tel no. and/or e-mail)		
Name of Principal Agent:		
Prin. Agent Contact Person		
Prin. Agent Contact Details (Tel no. and/or e-mail)		
6	Contract Details	
Description		
Contract Value (incl. VAT)		
Contract Period		
Anticipated Completion Date		
Name of Employer/Client:		
Employer Contact Person		
Employer Contact Details (Tel no. and/or e-mail)		
Name of Principal Agent:		
Prin. Agent Contact Person		
Prin. Agent Contact Details (Tel no. and/or e-mail)		

Attach additional pages if more space is required

B: Schedule of recently completed contracts of a similar nature to the scope of work for this tender:

1	Contract Details	
Description		
Contract Value (incl. VAT)		
Contract Period		
Completion Date		
Name of Employer/Client:		
Employer Contact Person		
Employer Contact Details (Tel no. and/or e-mail)		
Name of Principal Agent:		
Prin. Agent Contact Person		
Prin. Agent Contact Details (Tel no. and/or e-mail)		
2	Contract Details	
Description		
Contract Value (incl. VAT)		
Contract Period		
Completion Date		
Name of Employer/Client:		
Employer Contact Person		
Employer Contact Details (Tel no. and/or e-mail)		
Name of Principal Agent:		
Prin. Agent Contact Person		
Prin. Agent Contact Details (Tel no. and/or e-mail)		
3	Contract Details	
Description		
Contract Value (incl. VAT)		
Contract Period		
Completion Date		
Name of Employer/Client:		
Employer Contact Person		
Employer Contact Details (Tel no. and/or e-mail)		
Name of Principal Agent:		
Prin. Agent Contact Person		
Prin. Agent Contact Details (Tel no. and/or e-mail)		
4	Contract Details	
Description		
Contract Value (incl. VAT)		
Contract Period		

Completion Date	
Name of Employer/Client:	
Employer Contact Person	
Employer Contact Details (Tel no. and/or e-mail)	
Name of Principal Agent:	
Prin. Agent Contact Person	
Prin. Agent Contact Details (Tel no. and/or e-mail)	
5	Contract Details
Description	
Contract Value (incl. VAT)	
Contract Period	
Completion Date	
Name of Employer/Client:	
Employer Contact Person	
Employer Contact Details (Tel no. and/or e-mail)	
Name of Principal Agent:	
Prin. Agent Contact Person	
Prin. Agent Contact Details (Tel no. and/or e-mail)	
6	Contract Details
Description	
Contract Value (incl. VAT)	
Contract Period	
Completion Date	
Name of Employer/Client:	
Employer Contact Person	
Employer Contact Details (Tel no. and/or e-mail)	
Name of Principal Agent:	
Prin. Agent Contact Person	
Prin. Agent Contact Details (Tel no. and/or e-mail)	

Attach additional pages if more space is required

Signed

Date

.....

.....

Name

Position

.....

.....

Tenderer

.....

T2.2(8): Schedule of Proposed Sub-Contractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			
6.			
7			
8			

Signed

Date

Name

Position

Tenderer

T2.2(9): Schedule of Plant and Equipment

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

[illegible][illegible]

Attach additional pages if more space is required

Signed _____

Date _____

Name _____

Position

Tenderer

T2.2(10): Tax Clearance Certificate

Attach as part of your tender submission an original and valid Tax clearance certificate

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

T2.2(11): CIDB Grading and CRS No.

PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)

Tenderers shall attach to this page, proof of Registration with the Construction Industry Development Board, or other such documentation which records the Tenderer's name, CIDB grading and CRS No. for verification by MBTC.

T2.2(12): B-BBEE Status Level Verification

B-BBEE STATUS LEVEL VERIFICATION

Attach to this page an original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit (construction charter), substantiating the Tenderer's B-BBEE rating. In the case of joint venture a consolidated B-BBEE verification certificate or sworn affidavit in the name of the joint venture must be submitted in order to qualify for the preference points.

This information shall be used to verify the information supplied bidder.

T2.2(13): Proof of Registration on CSD

PROOF OF REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

Attach to this page the CSD registration report of the tendering entity dated not more than thirty (30) days prior to the tender closing date. In the case of a joint venture/consortium the tenderer shall attach the CSD registration report of each partner.

T2.2(14): Municipal Billing Clearance Certificate or verifiable proof of address.
--

Attach as part of your tender submission a valid Billing clearance certificate as proof of locality

. The tenderer shall attach on this page, a Municipal Accounts Billing Clearance Certificate, which provides proof of locality Failure to attach the Municipal Accounts Billing Clearance Certificate will deem your tender submission non-responsive.

T2.2(15): Joint Venture / Consortium Agreement

JOINT VENTURE / CONSORTIUM AGREEMENT

Attach to this page the signed joint venture/consortium agreement if the tender is submitted by a joint venture/consortium.

T2.2(16): Approved Roofing Contractor / Installer

APPROVED ROOFING CONTRACTOR / INSTALLER

Attach to this page proof that the Tenderer or his subcontractor is an experienced specialist roofing contractor and an approved roofing installer/contractor of the manufacturer of the roof covering to be used on this project, as well as a list of similar roofing projects completed during the last five (5) years.

C 1.1: Form of Offer and Acceptance

Offer:

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **RENOVATIONS AND MAINTENANCE AT THE MANDELA BAY THEATRE COMPLEX, GQEBERHA. REF NO. MBTC10/2023**

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 authorized, 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 identified in the Contract Data.

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

.....
..... (in words)
R (in figures)

This offer may be accepted by the Employer 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.

Signature Date

Name

Capacity

for the Tenderer

(Name and
address of
organization)

Name and
signature
of witness

Acceptance:

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer 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 the Employer 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:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, 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 fulfill 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 (5) working days of the date of such receipt notifies the Employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Date

Name

Capacity

**for the
Employer
Central,** **Mandela Bay Theatre Complex, Cnr John Kani Road & Winston Ntshona Street,
Gqeberha; 6000**

Name and
Signature

of witness Date

Schedule of Deviations

Notes:

1. *The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.*
2. *A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.*
3. *Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.*
4. *Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.*

1 Subject
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

By the duly authorized representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C1.2(2): Contract Data: Part D: Tenderer's Selections

SECTION NO.	DESCRIPTION
D	TENDERER'S SELECTIONS – COMPLETED BY TENDERER

D 1.0	[11.0]	SECURITIES		
Guarantee for construction: Select Option A or B <input type="checkbox"/>				
D 1.0	[11.1.1]	Option A	Guarantee for Construction (variable) by contractor	
	[11.1.2]	Option B	Guarantee for Construction (fixed) by contractor	
D 1.0	[11.5.1; 11.10]	Guarantee for payment by employer	Amount	N/A
D 1.0	[11.2.2; 11.3]	Advance Payment, subject to a guarantee for advance payment	Amount	N/A

D 2.0	CONTRACTOR'S ANNUAL HOLIDAY PERIODS DURING THE CONSTRUCTION PERIOD				
D 2.0	Year 1 contractor's annual holiday period	start date		end date	
	Year 2 contractor's annual holiday period	start date		end date	
	Year 3 contractor's annual holiday period	start date		end date	

D 3.0	[25.0]	PAYMENT OF PRELIMINARIES
<div>Option A shall apply to this contract.</div> <div>Option B is not applicable to this contract.</div>		
Where the total amount of preliminaries is not identified (in a lump sum contract) it shall be taken as 7.5% (seven and a half percent) of the contract sum , excluding contingency sums and any provision for contract price adjustment (cost fluctuation).		
Option A	Assessed by principal agent , an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for contract price adjustment (cost fluctuations) shall be excluded for the calculation of the aforesaid ratio.	

Option B	<p>An amount agreed by the principal agent and the contractor in terms of the Bills of Quantities or the priced document to identify an initial establishment charge, a time based charge and a final disestablishment charge.</p> <p>Payment of the time-based charge shall be adjusted from time to time as may be necessary to take into account the progress of the works.</p>
D 4.0	<p>[26.9.4] ADJUSTMENT OF PRELIMINARIES</p>
<p>Select Option A or B <input type="checkbox"/> Where the contractor does not select an option, Option A shall apply</p>	
<p>The amount of preliminaries shall be adjusted to take account of the effect of changes in time and/or value on preliminaries. Such adjustment shall be based on the particulars provided by the contractor for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of preliminaries and shall apply notwithstanding the actual employment of resources by the contractor in the execution of the works.</p> <p>For the adjustment of preliminaries both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for contract price adjustment (cost fluctuations)</p> <p>Where the total amount of preliminaries is not identifies (in a lump sum contract) it shall be taken as 7.5% (seven and a half percent) of the contract sum, excluding contingency sums, and any provision for contract price adjustment (cost fluctuation)</p>	
Option A	<p>The preliminaries shall be adjusted in accordance with an allocation of preliminaries amounts to be provided by the contractor within fifteen (15) working days of the date of acceptance of the tender as follows:</p> <ul style="list-style-type: none"> • An amount which shall not be varied • An amount varied in proportion to the contract value as compared to the contract sum • An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period <p>Where the above-mentioned information is not provided the following allocation of preliminaries amounts shall apply:</p> <ul style="list-style-type: none"> • Ten percent (10%) shall not be varied • Fifteen percent (15%) shall be varied in proportion to the contract value as compared to the contract sum • Seventy five percent (75%) shall be varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period • Where completion in sections is required, the contractor shall provide an apportionment of the preliminaries per section. Should the contractor fail to provide the apportionment of preliminaries per section the categorized amounts shall be prorated to the cost of each section within the contract sum determined by the principal agent.
Option B	<p>The preliminaries shall be adjusted in accordance with a detailed breakdown of preliminaries amounts for the works or of a section to be provided by the contractor within fifteen (15) working days of possession of the site. Such breakdown shall inter alia include administrative and supervisory staff charges for the used of construction equipment, all in terms of the programme.</p> <p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period taking into account the resources planned for the period of construction during which the delay occurred (not for the period added to the initial or extended date for practical completion).</p> <p>Where the contractor does not provide the detailed breakdown of preliminaries within the period stated, Option A shall apply.</p>

C1.4: Pro-Forma Letter of Intent to Provide Guarantee for Construction

(The letter of intent is to be typed on the Guarantor's letterhead)

Mandela Bay Theatre Complex
Cnr John Kani Road & Winston Ntshona Street
Central
Gqeberha
6001

Date:

LETTER OF INTENT FOR PROVISION OF VARIABLE OR FIXED GUARANTEE FOR CONSTRUCTION for use with JBCC Principal Building Agreement

REF NO. MBTC10/2023: RENOVATIONS AND MAINTENANCE OF THE MANDELA BAY THEATRE COMPLEX

GUARANTOR DETAILS AND DEFINITIONS:

Guarantor means: (Name of Financial Institution)	
Physical address: (Address of Financial Institution)	
Employer means:	Mandela Bay Theatre Complex
Contractor means: (Name of Contractor/Tenderer)	
Principal Agent means	The Matrix Architects P O Box 1737, Gqeberha, 6000
Works means:	Renovations and Maintenance to existing Theatre Complex.

Site means	Mandela Bay Theatre Complex, Cnr John Kani Road & Winston Ntshona Street, Central, Gqeberha, 6000
Agreement means	The JBCC Principal Building Agreement, Edition 6.2, May 2018
Contract Sum means	The total of prices in the Form of Offer and Acceptance incl. of VAT. (amount in figures) R (amount in words)
Guaranteed Sum means	The maximum aggregate amount of: amount in figures) R (amount in words)
Guarantee for Construction: (Insert Variable OR Fixed)	
Guarantee expiry date means: (Insert date 12 weeks from date for submission of tender)	

It is hereby confirmed and agreed that, in the event of the tenderer's offer being accepted, a Guarantee for Construction in terms of "C1.4 Guarantee for Construction" of the tender documentation will be provided by the financial institution named above, within fifteen (15) working days of written acceptance of the tenderer's offer.

This letter of intent will remain valid for a period of twelve (12) weeks from the date of submission of tenders until the guarantee expiry date indicated above, and after expiry will become null and void unless the financial institute agrees in writing to extend the period of validity of this letter, prior to such date of expiry.

Signed at: _____ on: _____

Name of Financial Institution: _____

Address of Financial Institution: _____

Signatures for and on behalf of Financial Institution:

Guarantor's Signatory 1: _____

Name: _____

Designation: _____

Guarantor's Signatory 2: _____

Name: _____

Designation: _____

NOTE:

The tenderers attention is drawn to JBCC Principal Building Agreement (Edition 6.2, May 2018), Clause 11: SECURITY sub-clauses 11.1 – 11.2.1 and 11.4 which states:

[11.1] The Contractor shall provide to the employer a guarantee for construction within fifteen (15) working days of acceptance of the contractor's tender and choose: [11.1.1] A guarantee for construction – (variable) initially equal to ten percent (10%) of the contract sum and keep such security valid and enforceable until the final payment certificate has been issued to the contractor [25.15] or ... [11.1.2] A guarantee for construction – (fixed) equal to five percent (5%) of the contract sum and a payment reduction of five percent (5%) of the value of each payment certificate up to a maximum of five percent (5%) of the contract sum [25.3.3; 25.12]. The contractor shall keep such security valid and enforceable until the only or last certificate of practical completion has been issued.

[11.2] The contractor shall:

[11.2.1] Maintain and/or replace a guarantee for construction – (variable or fixed) [11.1.1-2] at least twenty (20) working days before such security is due to expire.

[11.4] Where the contractor fails to provide the specified guarantee for construction the employer may:

[11.4.1] Hand over the site to the contractor and withhold an amount in interim payment certificates to the contractor until the total amount withheld is equal to ten percent (10%) of the contract sum. The amount withheld shall be reduced at practical completion [19.0] to two- and one-half percent (2.5%) of the contract sum and to zero percent (0%) in the final payment certificate [25.9; 25.15] or ... [11.4.2] Terminate this agreement [29.1.1; 29.2].

C2.3: Final Summary of Provisional Bills of Quantities



Section No.	<u>FINAL SUMMARY</u>
-------------	-----------------------------

- | | |
|---|---------------------------------------|
| 1 | PRELIMINARIES |
| 2 | ROOF COVERINGS AND RAINWATER DISPOSAL |
| 3 | EXTERNAL WORKS |
| 4 | PROVISIONAL SUMS |

SubTotal excluding Value Added Tax

ADD VAT @ 15%:

Carried to Tender

Page

1

45

47

52

R

FINAL SUMMARY

PROJECT REFERENCE RETURNABLE 1 OF 4

NOTE: The Employer or Principal Agent must complete this returnable document.

I, _____ (name and surname)

of _____ (company name)

declare that I was the Employer / Principal Agent on the following project successfully executed by:

_____ (name of Tenderer)

ProjectName: _____

Projectlocation: _____

Construction period: _____ Completion date: _____

Subcontract value: _____

A. Please evaluate the performance of the Tenderer on the above-mentioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
Project performance / time management/ Programming					
Quality of workmanship					
Resources: Personnel					
Co-ordination with other services					
Financial Management / payment of suppliers / cash flow, etc.					
Occupational Health & Safety Compliance					

B. Would you consider / recommend this tenderer again?

YES / NO

C. Any other comments:

D. Contact Details:

Telephone Number: _____ Cell phone: _____

E-mail address: _____

Signed at _____ on this _____ day of
_____ 2022

Signature of Referee



NOTE: If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Tenderer

Signature of Tenderer

Date

PROJECT REFERENCE RETURNABLE 2 OF 4

NOTE: The Employer or Principal Agent must complete this returnable document.

I, _____ (name and surname)

of _____ (company name)

declare that I was the Employer / Principal Agent on the following project successfully executed by:

_____ (name of Tenderer)

ProjectName: _____

Projectlocation: _____

Construction period: _____ Completion date: _____

Subcontract value: _____

E. Please evaluate the performance of the Tenderer on the above-mentioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
Project performance / time management/ Programming					
Quality of workmanship					
Resources: Personnel					
Co-ordination with other services					
Financial Management / payment of suppliers / cash flow, etc.					
Occupational Health & Safety Compliance					

F. Would you consider / recommend this tenderer again?

YES / NO

G. Any other comments:

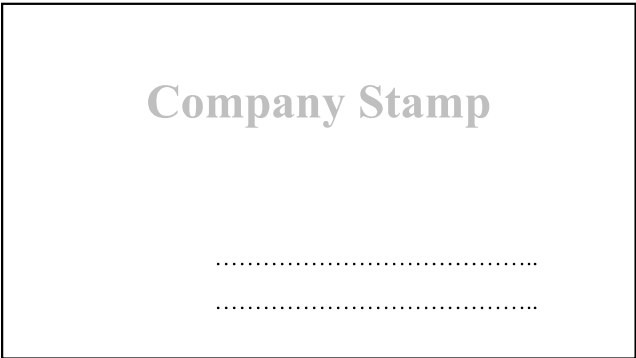
H. Contact Details:

Telephone Number: _____ Cell phone: _____

E-mail address: _____

Signed at _____ on this _____ day of
_____ 2023

Signature of Referee



NOTE: If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Tenderer

Signature of Tenderer

Date

PROJECT REFERENCE RETURNABLE 3 OF 4

NOTE: The Employer or Principal Agent must complete this returnable document.

I, _____ (name and surname)
of _____ (company name)
declare that I was the Employer / Principal Agent on the following project successfully
executed by:

_____ (name of Tenderer)

ProjectName: _____

Projectlocation: _____

Construction period: _____ Completion date: _____

Subcontract value: _____

- I. Please evaluate the performance of the Tenderer on the above-mentioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
Project performance / time management/ Programming					
Quality of workmanship					
Resources: Personnel					
Co-ordination with other services					
Financial Management / payment of suppliers / cash flow, etc.					
Occupational Health & Safety Compliance					

- J. Would you consider / recommend this tenderer again?

YES / NO

- K. Any other comments:

L. Contact Details:

Telephone Number: _____ Cell phone: _____

E-mail address: _____

Signed at _____ on this _____ day of
_____ 2023

Signature of Referee



NOTE: If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Tenderer

Signature of Tenderer

Date

PROJECT REFERENCE RETURNABLE 4 OF 4

NOTE: The Employer or Principal Agent must complete this returnable document.

I, _____ (name and surname)

of _____ (company name)

declare that I was the Employer / Principal Agent on the following project successfully executed by:

_____ (name of Tenderer)

ProjectName: _____

Projectlocation: _____

Construction period: _____ Completion date: _____

Subcontract value: _____

M. Please evaluate the performance of the Tenderer on the above-mentioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
Project performance / time management/ Programming					
Quality of workmanship					
Resources: Personnel					
Co-ordination with other services					
Financial Management / payment of suppliers / cash flow, etc.					
Occupational Health & Safety Compliance					

N. Would you consider / recommend this tenderer again?

YES / NO

O. Any other comments:

P. Contact Details:

Telephone Number: _____ Cell phone: _____

E-mail address: _____

Signed at _____ on this _____ day of
_____ 2023

Signature of Referee

Company Stamp

.....

.....

NOTE: If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Tenderer

Signature of Tenderer

Date

C2.4: Protection of Personal information: Consent (POPIA)

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion.

As part of its business activities, the Mandela Bay Theatre Complex obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Mandela Bay Theatre Complex from time to time. The Mandela Bay Theatre Complex confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

The Mandela Bay Theatre Complex hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Not unless directed to do so by an order of court, the Mandela Bay Theatre Complex does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and be seized with information of a personal nature pertaining to the Mandela Bay Theatre Complex. Some of the information may because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the Mandela Bay Theatre Complex requires that Bidders which receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

AGREEMENT

1. The Mandela Bay Theatre Complex and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
 - a) They process the information only for the express purpose for which it was obtained.
 - b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
 - c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
 - d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
 - e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
 - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.
2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.
3. Bidder's Obligations

- a) The Bidder is required to notify the Information Officer of Mandela Bay Theatre Complex, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Mandela Bay Theatre Complex's personal information.
- b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
- c) The Bidder shall be required to provide the Mandela Bay Theatre Complex with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
- d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of Mandela Bay Theatre Complex.

On behalf of the Bidder:

.....
Signature

.....
Date

.....
Position

.....
Name of the Bidder

On behalf of the Client:

.....
Signature

.....
Date

.....
Position

.....
Name of Client Representative