

## MANDELA BAY THEATRE COMPLEX



### SUPPLY CHAIN MANAGEMENT

Cnr John Kani Rd and Winston Ntshona Street, Gqeberha, 6000  
Telephone No. 041 – 586 2256

**TENDER NO: MBTC-SCM/98/2025**

**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO PROVIDE TOTAL FACILITIES MANAGEMENT SERVICES FOR MANDELA BAY THEATRE COMPLEX FOR A PERIOD OF THREE YEARS**

Tenderer's Name:																		
Postal Address:																		
Tel. No.											Cell. No.							
Contact Person																		
E-Mail Address																		
CSD MAAA NUMBER										B-BBEE STATUS LEVEL								

The deadline for submission of proposals is the Friday, 17 October 2025 at 11h00. The proposal must be emailed to [scm@mandelabaytheatre.co.za](mailto:scm@mandelabaytheatre.co.za) quoting "Tender No. MBTC-SCM/98/2025 in the subject line.

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### **TENDERERS PLEASE NOTE:**

Tenderers are advised to check the number of pages and should any be missing or duplicated, or the reproduction thereof indistinct, or any descriptions ambiguous, or if this document contains any obvious errors they shall inform the Supply Chain Management and have same rectified. No liability whatsoever will be incurred by the Council in respect of errors in any tender due to the Tenderer's failure to observe this requirement.

The Tender Notice appeared on e-tender portal on **Tuesday, 16 September 2025**. The tender closes at **11h00 on Friday, 17 October 2025**, at the Mandela Bay Theatre Complex, 68 Cape Road, Mill Park, Gqeberha, 6000.

### **THE MANDELA BAY THEATRE COMPLEX**

#### **MANDATORY DOCUMENTS**

The Checklist below is attached hereto to assist Tenderers with the completion of the tender document. Tenderers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

It must be noted that the Council shall not be held liable for any loss or damage incurred to the Tenderer should the Tenderer fail to fulfil the requirements of the Tender.

Item	Document Reference	Description	Action to be taken	Checked, Verified & submitted
1.	SBD 1	Invitation to tender	To be completed in full	
2.	TOR	Terms of reference	To be read and applied	
3.		Company Profile and CK documents	To be submitted	
4.		Registered on the National Treasury Central Suppliers Database (CSD)	Provide the CSD Supplier Number (MAAA)	
5.	GCC	General conditions of Contract	Initial each page	
6.		B-BBEE status level verification certificate	Submit a valid or a certified copy of a B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS	
7.		Proposal <b>NB. Technical Threshold – 70%</b>	To be compiled and submitted in line with requirements of the Terms of Reference	
8.		Bid Invitation	Original Tender document	

**Additional Notes:**

1. Broad Based Black Economic Empowerment (B-BBEE) rating 3 or better to be submitted.
  - a) A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
  - b) Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.
2. Checklist documents to be completed and attached to the proposal.
3. All forms to be completed in black ink.
4. No correction fluid to be used in the document, changes should be made by drawing a line through the incorrect information, and initialling the change.
5. No late quotations / bids will be accepted.
6. MBTC reserves the right to award or withdraw the bid.

**\*\*\* D: Failure to comply with these Sections will prejudice the tender.**

Name of Tenderer : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

## **MANDELA BAY THEATRE COMPLEX**

### **REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO PROVIDE TOTAL FACILITIES MANAGEMENT SERVICES FOR MANDELA BAY THEATRE COMPLEX FOR A PERIOD OF THREE YEARS**

#### **TENDER NOTICE**

Tenders are hereby invited from suitably qualified and experienced service providers for **REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER: TO PROVIDE TOTAL FACILITIES MANAGEMENT FOR MANDELA BAY THEATRE COMPLEX FOR A PERIOD OF THREE YEARS**

Tender documents will be made available to tenderers on **Tuesday, 16 October 2025**

Tender documents can be downloaded and printed at the tenderer's cost from the National Treasury eTender Publication Portal on **[www.etenders.gov.za](http://www.etenders.gov.za)**.

For any procurement related enquiries, please contact Supply Chain Management Unit on e-mail address **[scm@mandelabaytheatre.co.za](mailto:scm@mandelabaytheatre.co.za)**.

Tenders must be email to **[scm@mandelabaytheatre.co.za](mailto:scm@mandelabaytheatre.co.za)** and quote tender number on the subject line.

**Tender Validity Period:** Four (4) months commencing from the closing date of tender.

**Tender Adjudication/Evaluation Criteria** After the closing date of bid applications, Bid Evaluation Committee will evaluate the bid proposals in terms of the following three (3) stages:

- **Stage 1: Mandatory requirements**
- **Stage 2: Functionality (technical criteria)**
- **Stage 3: Administration Compliance and 80/20 Point System** in accordance with the Mandela Bay Theatre Complex Supply Chain Management Policy (incorporating Preferential Procurement) as prescribed in terms of the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000. The Functionality for Stage One shall be evaluated on the following criteria.

## MANDATORY REQUIREMENTS (STAGE 1)

Item	Document Reference	Description	Action to be taken	Checked, Verified & submitted
1.	SBD 1	Invitation to tender	To be completed in full	
2.	TOR	Terms of reference	To be read and applied	
3.		Company Profile and CK documents	To be submitted	
4.		Registered on the National Treasury Central Suppliers Database (CSD)	Provide the CSD Supplier Number (MAAA)	
5.	GCC	General conditions of Contract	Initial each page	
6.		B-BBEE status level verification certificate	Submit a valid or a certified copy of a B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS	
7.		Proposal <b>NB. Technical Threshold – 70%</b>	To be compiled and submitted in line with requirements of the Terms of Reference	
8.		Bid Invitation	Original Tender document	

# 1. FUNCTIONALITY: CRITERIA (MINIMUM THRESHOLD IS 70 POINTS) – STAGE 2:

Bidders who score a minimum threshold of 70 out of 100 points on the evaluation criteria will proceed to the next stage. The proof of required information as per the table below must be referenced:

Description of Quality Criteria and Sub-criteria	Total
<b>Total Functionality</b>	<b>100</b>
<b><u>Methodology</u></b> <ul style="list-style-type: none"> <li>Understanding of the manner in which the bidder intends to satisfy the requirements established in this scope of work (Structural, Civil, Electrical and Health and Safety). – 10 Points</li> <li>Proposed structural organogram and action plan for the implementation of the works. - 10 Points</li> <li>Incorporate the rules and regulations that go with renovations and maintenance of heritage buildings. – 10 Points</li> <li>The plan must include details of the IT system that will be used in the execution of the FM services – 10 Points</li> </ul> <b>Non-Compliance of any of the criteria above will result in scoring 0 points</b>	40
<b><u>Qualification and experience of key staff to be involved (2-page cv)</u></b> <ul style="list-style-type: none"> <li>Qualification and professional registration as per requirements in the building environment / engineering or construction industry.</li> <li>For each professional listed above the following criteria will apply: <ul style="list-style-type: none"> <li>10 years or more experience with a Degree/B-tech Qualification and professional registration = 30 Points</li> <li>6 to 9 years' experience with a Degree/B-Tech and professional registration = 20 points</li> <li>3 to 5 years' experience with a Degree/B-Tech and professional registration = 10 points</li> <li>1-2 years' experience with a Degree/B-Tech and professional registration = 5 points</li> <li>0 years' experience with a Degree/B-Tech and professional registration or unregistered professionals = 0 Points</li> </ul> </li> </ul>	30
<b><u>Company Experience on similar projects</u></b> Number of Completed Similar Projects: <ul style="list-style-type: none"> <li>5 or More Completed Similar Projects = 30 Points</li> <li>3-4 Completed Similar Projects = 25 Points</li> <li>2 Completed Similar Projects = 20 Points</li> <li>1 Completed Similar Projects = 10 Points</li> <li>0 Completed Similar Project = 0 Points</li> </ul>	30
	<b>100</b>



## 2. ADMINISTRATIVE COMPLIANCE: PRICE AND SPECIFIC GOALS- STAGE 3

- 2.1 Valid tax clearance certificate(s), A tax compliance status PIN must be included in the response to the RFP to verify bidders' tax compliance status.
- 2.2 SBD 4: Bidders Disclosure (duly completed and signed).
- 2.3 SBD 6.1: preferential points claim form (duly completed and signed).
- 2.4 Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties (if applicable).

**The allocation of Preference Points will be according to the following Specific Goals:**

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
Youth (100% ownership)	4	
Youth (61 - 99% ownership)	3	
Youth (31 - 60% ownership)	2	
Youth (1 - 30% ownership)	1	
Youth ownership 0%	0	
Women (100% ownership)	4	
Women (61 - 99% ownership)	3	
Women (31 - 60% ownership)	2	
Women (1 - 30% ownership)	1	
Women ownership 0%	0	
Black (100% ownership)	4	
Black (61 - 99% ownership)	3	
Black (31 - 60% ownership)	2	
Black (1 - 30% ownership)	1	
Black ownership 0%	0	
People living with disabilities	4	
Locality		
Based in Nelson Mandela Bay	4	
Metro	3	
Based in Eastern Cape	2	
Based in neighbouring provinces	1	
Based in other provinces	0	
Outside RSA		

## **POINTS AWARDED FOR PRICE**

### **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20

or

90/10

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

**Ps = Points scored for price of tender under consideration**

**Pt = Price of tender under consideration**

**Pmin = Price of lowest acceptable tender**

The Mandela Bay Theatre Complex does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.

## **STANDARD CONDITIONS OF TENDER**

### **1. DOCUMENTS**

This document comprises of the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions of Contract (if any), Legislation, Definitions, Specifications, Pricing Schedule, Tender Form, and Annexures thereto.

### **2. COMPULSORY SITE INSPECTION/TENDER BRIEFING MEETING**

Where in the tender document reference is made to a compulsory Site Inspection/Tender Briefing Meeting, the Service Provider shall be required to attend the meeting prompt on the date and time mentioned in the tender document. Service Providers arriving at the meeting after the stipulated time will be disqualified and the Council shall not be held liable for any loss or damage due to the above. Service Providers are to ensure that they sign the Attendance Register circulated at the meeting and to also ensure that the Site Inspection/Tender Briefing Certificate attached hereto is duly signed by the authorised official.

An official will Chair the meeting and answer queries raised by prospective Service Providers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register.

Tenders will not be considered from Service Providers who do not attend the meeting and whose Site Inspection/Tender Briefing Certificate has not been commissioned by the authorised official.

Service Providers arriving at the Site Inspection/Tender Briefing Meeting after the stipulated starting time will be disqualified. Further, all Service Providers will be required to present their tender document at the Site Inspection/Tender Briefing Meeting for endorsement and failure to comply with this will result in disqualification.

### **3. SUBMISSION OF TENDERS**

Tenders must be made out on the Tender Form annexed hereto. Tenderers are advised that this document must be completed in ink and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Only emailed documents will be considered. Tenders submitted by, telex or facsimile shall not be considered.

***The use of correction fluid is strictly prohibited. All corrections are to be countersigned.***

### **4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES**

Without detracting from any prevailing law, no Tenderer shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract. Nor shall any Tenderer communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Tenderer; provided always that the Supply Chain Management Unit may, in exceptional circumstances, obtain additional information from a Tenderer to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition, which is brought to the notice of the Supply Chain Management Unit shall result in the disqualification of the Tenderer.

### **5. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)**

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government.

Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and the payroll system. It will electronically verify a supplier's tax and B-BBEE status and enable public sector officials doing business with the state to be identified.

All prospective suppliers can register any time on the CSD website [www.csd.gov.za](http://www.csd.gov.za)

Negotiations for the tender award will only be concluded with the qualify tenderer(s) who is/are registered on the CSD on or after 01 April 2016.

In order for MBTC to verify your Company's registration with CSD, please provide the following information for verification purposes:

<b>CSD Supplier Number</b>	
<b>Unique Registration Reference Number</b>	

## **6. TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

Tenderers shall be required to submit, together with the tender document, a valid original Tax Compliance Status Verification Pin issued by SARS OR Central Supplier Database report.

Should the validity of the Tax Clearance Certificate expire prior to the final award of the contract being made, the Council reserves the right to request the Tenderer to submit a further valid Tax Clearance Certificate. In this instance, the Tenderer shall be given seven (7) working days written notice in which to comply. Should the Tenderer fail to comply with this request, the Council further reserves the right to make no award to the Tenderer, and the Council shall not be held liable for any loss or damages sustained by the Tenderer.

If a tenderer has already submitted an original Tax Clearance Certificate when registering on the Central Supplier Database (CSD), then there is no need to submit a hardcopy of another Tax Clearance Certificate provided that the Tax Clearance Certificate is still valid for the full duration of the validity period for this tender.

## **7. RATES**

The prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to equipment, labour, insurance, delivery, etc, unless the Service Provider states otherwise in the proposal.

## **8. INCOMPLETE TENDERING**

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule, or if the prices tendered in the Schedule are not market related i.e. the tendered rates does not conform to current day prices.

Partial awards may be made where this is perceived by Supply Chain Management Unit to be in the best interests of the Council. Council reserves the right to take into account the principle of the distribution of works in order to empower SMME's and BEE's.

Should there be any difference or discrepancy between the prices and particulars contained in the Tender Form and those contained in any covering letter submitted by the Tenderer, the prices and particulars contained in the Tender Form shall prevail.

## **9. ACCEPTANCE OF ANY TENDER**

The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.

Where less than three (3) tenders are received, the Supply Chain Management Unit reserves the right to purchase such services on the open market notwithstanding the acceptance of an offer.

The procedure which will be followed with the acceptance of a tender is as follows:

No formal agreement will be signed.

A letter of acceptance stipulating which rate/s has been accepted will be sent by the Supply Chain Management Unit to the Tenderer. The tender documents, together with the letter of acceptance, shall constitute a binding agreement between the Tenderer and the Council.

Unless otherwise stipulated in the covering letter submitted with the tender, the Tenderer shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of the tender which are in conflict with the Council's Conditions of Tender and the Standard Conditions of Contract. The Tenderer is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

#### **10. DOMICILIUM CITANDI ET EXECUTANDI**

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses MBTC building, Corner John Kani Road and Winston Ntshona Street, Gqeberha as its *domicilium citandi et executandi*.

The Tenderer's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto.

Either party may, at any time, give one (1) month notice, in writing, of a change of *its domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa.

#### **11. DATA SHEETS**

Tenderers shall be required to complete all Data Sheets and the Tender Form attached hereto in their entirety for adjudication purposes. Where Data Sheets and/or any other documentation as contained herein are required to be commissioned, such Data Sheets and/or documentation must be stamped and signed by a Commissioner of Oaths (where applicable). Failure to comply with these provisions will render the offer unresponsive (invalid).

#### **12. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE**

The Supply Chain Management Regulations states that the Council may not make any award to a person:

- (a) Who is in the service of the state;
- (b) If that person is not a natural person, of which and director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or municipal entity.

#### **13. APPEALS AND/OR OBJECTIONS**

Any Tenderer aggrieved by decisions or actions taken by the Entity may lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the Accounting Officer / Supply Chain Management Unit.

#### **14. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

Tenderers claiming preference points shall be required complete Annexure “C” hereto in its entirety and to fully comply with the General Conditions, Definitions and Directives stated therein. Failure to do so shall result in no preference points being awarded to the tenderer and the Council shall not be held liable for any loss or damages in this regard.

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, 2022, Preference points must be awarded for specific goals stated in the tender.

Tenderers are required to submit, together with the tender document, proof or documentation required in terms of this tender to claim points for specific goals with the bid, will be interpreted to mean that preference points for specific goals are not claimed.

#### **15. JOINT VENTURE AGREEMENTS AND CONSORTIUMS**

Tenderers intending to tender in the form of Joint Ventures/Consortiums must submit the following documentation together with the tender:

1. Original valid Tax Clearance Certificates or a Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium.
2. All parties of the Joint Venture/Consortium must submit signed copies of:
  - (a) The Declaration of Interest Form and The Preferential Procurement Claim form
3. An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract, and
4. Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

#### **16. ADJUDICATION CRITERIA**

The tender shall be adjudicated in line with the criteria set above in three stages and in accordance with all relevant prescripts.

#### **17. COMBATIVE TENDERING**

The Supply Chain Management Regulations states that Combative tendering practices are unethical and illegal. These include but are not limited to:

- (a) Suggestions to fictitious lower quotations.
- (b) Reference to non-existent competition.
- (c) Exploiting errors in tenders.
- (d) Soliciting tenders from Tenderers whose names appear on the list of restricted tenderers/suppliers/persons, and,
- (e) Submission of two tenders by a Tenderer.

Any attempt by a Tenderer to contravene this condition which is brought to the notice of the Accounting Officer or the Supply Chain Management Unit shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

#### **18. CESSION AGREEMENTS**

No Cession Agreements will be entered into between the successful Tenderer, the Supplier and the Council in respect of ceding payment to any third parties for goods or services rendered by the third party/ies to the Tenderer.

By signing the Tender Form herein, it shall be deemed that the Tenderer has the necessary personnel, skills, resources, capital, and equipment, etc. to undertake the whole of the said works in conformity with the Specifications, Conditions of Contract, Tender and Legislation for the duration of the contract period.

Should it be deemed during the contract period that the successful Tenderer does not have the necessary personnel, skills, resources, capital, and equipment, etc. to undertake the works, the Council reserves the right to cancel the contract by issuing the Tenderer with thirty (30) days written notification of its intent to cancel the contract and the Council shall not be held liable for any loss or damages sustained by the Tenderer in this regard.

The Council further reserves the right to purchase the goods and services elsewhere and any difference in costs shall be deducted from any monies due or which shall become due to the Supplier.

## **THE MANDELA BAY THEATRE COMPLEX**

### **LEGISLATION**

#### **1.0 GENERAL**

- 1.1 Tenderers will be deemed by virtue of submitting a tender to have undertaken to be aware of and comply fully for all purposes under this contract with all current legislation and related regulations. The following Acts, as amended from time to time, are listed for the attention of the tenderer, without prejudice and without in any way relieving the tenderer of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract, the cost of so doing being expressly included in the contract sum. It is the sole duty of the tenderer to ensure that it acquaints itself and complies with all applicable legislation. The Council shall not be liable in any way whatsoever for any errors or omissions in the legislation listed herein.

#### **2.0 THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)**

- 2.1 Tenderers are required to register as employers in terms of the COID Act.
- 2.2 Tenderers must pay the assessments due in terms of the COID Act relative to their employee records including all sub-Tenderers and community based labour.
- 2.3 In this specific contract the Tenderer further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Tenderer (or sub-Tenderer) from monies due or which may become due to the Tenderer, and so effect settlement of the matter.

#### **3.0 THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)**

- 3.1 Tenderers are required to register as employers in terms of the LR Act.
- 3.2 Tenderers are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

#### **4.0 THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)**

- 4.1 Tenderers in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

#### **5.0 THE INCOME TAX ACT (ACT 58 of 1962)**

- 5.1 Tenderers in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

#### **6.0 THE VALUE ADDED TAX ACT (ACT 89 of 1991)**

- 6.1 Tenderers in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed R150 000 by the end of February each year, to register as VAT vendors with the



Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.

- 6.2 It is recorded that the Employer in this contract is registered as a VAT vendor.

**7.0 NON-COMPLIANCE**

- 7.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Tenderer and/or the Tenderer's Sub-Tenderers and/or employees, which contravenes South African law.
- 7.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discovers any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.

## THE MANDELA BAY THEATRE COMPLEX

### DEFINITIONS

The following definitions apply: -

**"Council"** means The Mandela Bay Theatre Complex.

**"Supply Chain Management Unit"** means the unit dealing with Supply Chain Management activities of the day of the Mandela Bay Theatre Complex.

**"Manager"** means the Manager: Facility Use of the day of the Mandela Bay Theatre Complex.

**"Service Provider/Tenderer"** means the person, firm, Service Provider or company whose tender has been accepted by the Mandela Bay Theatre Complex and includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Service Provider.

**"Special Conditions"** means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure "A" hereof.

**"Contract Document"** means the Conditions of Tender, Scope of Contract, Terms of Reference, these Definitions, Special Conditions (if any), Equipment Specifications, Rates, Percentages and Prices, Tender Form and Annexures thereto. Any amendments to the contract document agreed to by the Council and the Service Provider, Provisional Letter of Acceptance and the final Letter of Final Acceptance.

**"Goods"** means the equipment, vehicles, service, labour or materials to be supplied in accordance with the Contract.

**"The Tender"** means the written offer made by the Service Provider to the Council.

**"Preferential Procurement Policy"** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

**"SARS"** means the South African Revenue Services.

## **THE MANDELA BAY THEATRE COMPLEX**

### **REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO PROVIDE TOTAL FACILITIES MANAGEMENT SERVICES FOR MANDELA BAY THEATRE COMPLEX FOR A PERIOD OF THREE YEARS**

#### **SPECIFICATION**

#### **TOTAL FACILITIES MANAGEMENT SERVICES Terms of Reference ("TORs"):**

##### **1. SCOPE OF WORK:**

The project scope entails the following technical and soft Total Facilities Management Services from here on referred to as (FM).

- The condition assessment of all the infrastructure facilities of the Mandela Bay Theatre Complex to determine the state of the facilities and assess the maintenance requirements comprehensively;
- The development of bills of quantities for each facility based on the condition assessment to quantify any repair work required and attach a financial estimate for implementation;
- The development of the individual maintenance plans, including both planned and unplanned maintenance, for each of the Mandela Bay Theatre Complex facilities. The maintenance plans must be based on the results of the condition assessment;
- The development of the lifecycle plans of each individual facility of the Mandela Bay Theatre Complex.
- The development of the single point of contact for reporting, maintenance break down issues, dispatching maintenance response, and tracking of the executing of maintenance orders in terms of completeness and quality;
- The development of the comprehensive FM service plan with costs and its implementation over the full contract period; and
- Monthly reporting on FM services in terms of implementation and financial progress against the developed FM and maintenance plans.

It is with this mandate and strategic goal in mind that the Mandela Bay Theatre Complex seek to establish the FM service to preserve the upkeep of the Mandela Bay Theatre Complex infrastructure facilities in optimum condition.

## **2. Work Plan**

- The appointed Professional Service Provider (PSP) will be required to develop a work plan with costs that addresses all the tasks listed below and assign timelines for conclusion of each task.
- These must be presented in the form of a work plan that will be reviewed by the Executive Management.
- The various levels of support will in all probability be conducted concurrently and not necessarily sequentially and this must be reflected in the work plan.

## **3. Functions to be performed**

- The following functions will be performed by the preferred service provider (herein after referred as PSP) throughout the duration of the appointment:

## **4. Conducting Condition Assessments**

Condition Assessments must be conducted on all immovable assets that the Mandela Bay Theatre Complex makes use of. The PSP will be expected to produce the condition assessment reports in strict accordance with the prescripts of GIAMA and the applicable Mandela Bay Theatre Complex UAMP templates. These templates will be made available to the appointed PSP with the information that needs to be updated.

Upon completion of the condition assessment, the PSP shall submit the following for approval:

- Individual immovable asset condition assessment reports in a pre-agreed format for all Mandela Bay Theatre Complex facilities.
- Applicable updated UAMP templates reflecting the information from the condition assessment reports for each immovable asset at all Mandela Bay Theatre Complex facilities; and

Individual detailed Bills of Quantities with costing estimates for each immovable asset requiring refurbishment or renovations according to the condition assessment

## **5. Developing Maintenance Plans**

The development of the individual maintenance plans, including both planned and unplanned maintenance, for each of the Mandela Bay Theatre Complex facilities must be based on the results of the condition assessment. The maintenance plan should support the development vision of the foundation, the required level service of each facility and facilitate prudent technical and financial decision-making. The plan will also demonstrate to funding agents and other stakeholders the foundation's ability to effectively manage its existing and proposed new infrastructure.

The plans must include the following:

- Infrastructure Facility Identification, Description, Location and User.
- Responsible Facility Manager and contact information.
- Identified maintenance needs and their estimated budget requirements according to the following different categories:
  - Planned Maintenance

- Preventative/Routine Maintenance, which may include but not limited to; servicing of air conditioners; routine maintenance of lifts and fire hydrants, regular checking of sewerage pipe leaks, replacement of old roofing, replacement of light bulbs, water pipes, leaking taps, landscaping maintenance and general cleaning.
- Major Scheduled Maintenance.
- Condition Based Maintenance.
- Backlog Maintenance.
- Statutory Maintenance; and
- Periodic Maintenance.
- Day to Day Maintenance
  - Emergency Maintenance.
  - Minor Repairs; and
  - Minor New Works.
- Major Facility Component breakdown so as to allocate the identified maintenance need appropriately.
- Maintenance budget requirement responsibility between DSAC and the Mandela Bay Theatre Complex.
- Planned date of completion of the identified maintenance need; and Maintenance prioritisation according to agreed criteria.

## **6. Development of Life-Cycle Plans**

The appointed service provider will be expected to develop facility specific life-cycle plans for the planned useful life of the facility or a minimum 30-year horizon. The life-cycle plans are to include the following:

- Planned facility component refurbishment programme.
- Planned facility component reconfiguration programme.
- Planned facility component renovation programme.
- Planned facility component upgrade programme.
- Planned facility component disposal programme; and
- The corresponding estimated costs for each of the above plans projected over the 30-year planning horizon.

**6.3 The Total Facilities Management Services Contract will also include the following services to Mandela Bay Theatre Complex**

- Condition Assessment
- Building Maintenance and Repair
- Building Upgrading
- Spring Cleaning Services
- Landscaping and Grounds Maintenance
- Security and Surveillance Services
- Energy Management and Conservation
- Waste Management
- Water Management Systems
- Stage Management Services
- Fencing of Premises
- Heavy duty cleaning

**7. Development of a FM Service Plan and Implementation**

The development of a comprehensive FM Service Plan by the appointed service provider will immediately follow the approval and acceptance by the Mandela Bay Theatre Complex of all of the above-mentioned plans. This is to ensure that the FM Service Plan fully addresses all the requirements of each of the stipulated plans. The FM Service Plan will therefore serve to bring all the services that will be rendered by the service provider under one plan spanning the duration of the assignment. Besides incorporating the previously indicated plans, the FM Service Plan must address the how, when and by whom in terms of the following:

- Sourcing of the maintenance issue inspections once a maintenance issue call has been logged;
- Establishing a relevant maintenance database of required maintenance service providers in conjunction with the Mandela Bay Theatre Complex SCM;
- Issuing a detailed specification for quotations, evaluating together with MBTC SCM and appointing service providers;
- Issuing works orders, tracking performance in execution, verifying the work done and assuring quality of service;
- Closing out maintenance issue calls and documenting the works done;
- Allocating all Total Facilities Management and/or maintenance work done to the correct infrastructure asset;
- Updating the asset register accordingly where necessary in terms of major maintenance work completed especially where the work affects the useful life of the asset or its replacement value;
- Managing the distribution of maintenance work responsibility between the Mandela Bay Theatre Complex and PSP according to the maintenance plan of each facility and providing reports on such;
- Maintaining statistics on the maintenance trends in terms of frequency, costs, scale, etc, for reporting; and
- Providing monthly report on FM Services provided with corresponding financials and statistics

- Infrastructure Development Plan
- Shareholder Compliant Facilities Quarterly Reports

## **8. Establishing the Facility Management Contact Centre**

The appointed service provider will be expected to establish a Mandela Bay Theatre Complex dedicated Total Facilities Management Contact Centre to manage the following on behalf of the foundation:

- Provide one point of contact for all maintenance and facility management queries and information access;
- Receive all maintenance issue call loggings;
- Provide feedback to the caller on the status of their maintenance issue response; and
- Confirm the original caller's satisfaction upon completion of the maintenance issue response.

## **9. Information Management System**

The appointed service provider will be expected to make use of an information management system in rendering the FM Service. The system should assist to run the entire service but mainly assist in the management and execution of the following processes during implementation:

- Capturing and maintenance of the Mandela Bay Theatre Complex asset register;
- Capturing and maintenance of the condition assessment reports linked to each asset in the register.
- Capturing and administration of the maintenance plans and tracking the progress of their implementation.
- Capturing and administration of the life-cycle plans and tracking the progress of their implementation.
- Managing all the services of the contact centre electronically.
- Managing the implementation of the rest of the FM services electronically including providing updated reports timeously and in different configurations as may be required by Mandela Bay Theatre Complex and other stakeholders.

## **REQUIRED EXPERTISE, QUALIFICATIONS AND EXPERIENCE**

A service provider bidding for this assignment should demonstrate the following:

- Professionally Registered Key Team Members with 5 to 10 built environment experience in the following disciplines:
  - Architect
  - Quantity Surveyor
  - Civil/Structural Engineer

- Mechanical/Electrical Engineer
- Company experience on similar projects with contactable references;
- Good knowledge of the PFMA;
- Good knowledge of infrastructure planning and GIAMA;
- Understanding of public finance management and particularly of budgeting processes;
- Experience in infrastructure planning, budgeting, designing, managing and administration of projects and programmes, including human, technical and financial aspects of public sector projects;
- Total Facilities Management Information Management Systems;
- Good understanding of and the ability to implement programme management tools and practices; and
- Good communication, facilitation and leadership skills and the ability to influence people.
- Experience and understanding of heritage and programme planning;

Service providers must reflect the above in the form of a proposal to execute the assignment detailed in these TOR with a clear and articulate approach and methodology.

#### **TIME FRAMES**

- The appointed service provider will be expected to attend a detailed project briefing with the Mandela Bay Theatre Complex Total Facilities Management Unit and Executive Management Team soon after appointment.
- Following the briefing the service provider will be expected to produce a detailed work plan reflecting all the tasks necessary to complete the assignment and the corresponding timeframes.
- The assignment period of the envisaged service provider will be in line with the required period to complete the implementation of the project.
- The performance of the appointed service will be reviewed monthly, quarterly and annually based on the approved work plan of the service provider.
- Should performance be below the required standard according to the work plan, or should project funds not be available, the contract may be terminated through written notification.
- Adequate opportunity to improve performance will be provided to the service provider through written notices of poor performance.
- The Service Provider is to submit a close-out report in the format provided by the Mandela Bay Theatre Complex and all other developed documentation, 20 working days before the last day of the assignment.
- ON APPOINTMENT, THE SERVICE PROVIDER IS TO LIAISE WITH THE MANDELA BAY THEATRE COMPLEX TO AGREE ON THE DATE FOR SUBMISSION OF THE WORK-PLAN.
- The service provider will be accountable to and under the direction of the CEO or whom has been delegated by the CEO of the Mandela Bay Theatre Complex in the performance of the assignment duties.

#### **ASSIGNMENT COST**

- Payment for the assignment will be partially time-based, and deliverable based and be based on the percentage of the budget expended during the implementation of the Total Facilities Management service plus disbursements.



- A detailed pricing schedule inclusive of professional fees, disbursements and VAT must be provided by the service provider as an attachment Pricing Schedule 1.
- The pricing for the professional fees on this pricing schedule will count towards the pricing score during the evaluation of the bids.
- Table 1 reflects the schedule to be used for pricing for this assignment with estimated hours to be dedicated for each major deliverable.
- The schedule is made up of the hour-based fee section (section 1 to 4) and section 5 based on the percentage of the Total Facilities Management estimated budget.
- It must be noted however that the hours shown in table below are a mere estimate for the purpose of fair evaluation of the bids and not a final indication of the hours the assignment will require.
- The actual hours required by the different disciplines to complete each deliverable of the assignment will be determined during the inception stage of the assignment and reflected in the work plan.

**Table 1: Pricing Schedule**

Ref	Deliverable	Professional	Hours	Rate	Total
1	Condition Assessments				
1.1		Quantity Surveyor	120		
1.2		Civil/ Structural Engineer	120		
1.3		Mechanical/Electrical Engineer	120		
1.4		Architect	120		
A	Sub-total per deliverable		480		
2	Maintenance & Life-cycle Plans				
		Quantity Surveyor	120		
		Civil/ Structural Engineer	65		
		Mechanical/Electrical Engineer	65		
		Architect	65		
B	Sub-total per deliverable		315		
3	FM Service Plan & Contact Centre				
		Utilities and Facilities Officer	120		
		Total Facilities Management Administrator	120		
C	Sub-total per deliverable		240		
Sub- Total (A+B+C)			850		
5	FM Service Plan Implementation		Estimate	Percentage	Total
		FM Budget	R2 000 000		
D	Sub-total per deliverable				

Sub-total (A+B+C+D)				
VAT (15%)				
Total (Copy to offer)				

### EVALUATION CRITERIA

The bid will be evaluated and adjudicated using the 80/20 system (80 for functionality and 20 for B-BBEE). Functionality will be scored at a maximum of 100 points whereby the bidder must obtain a minimum of 70 points to qualify for the financial evaluation according to the criteria captured in the table below:

Table 2: Evaluation Criteria

<b>Description and Sub-criteria</b>	<b>of</b>	<b>Quality</b>	<b>Criteria</b>	<b>Total</b>
<b>Total Functionality</b>				<b>100</b>
<b><u>Methodology</u></b>				<b>40</b>
<ul style="list-style-type: none"> <li>Understanding of the manner in which the bidder intends to satisfy the requirements established in this scope of work (Structural, Civil, Electrical and Health and Safety). – 10 Points</li> <li>Proposed structural organogram and action plan for the implementation of the works. - 10 Points</li> <li>Incorporate the rules and regulations that go with renovations and maintenance of heritage buildings. – 10 Points</li> <li>The plan must include details of the IT system that will be used in the execution of the FM services – 10 Points</li> </ul>				
<b>Non-Compliance of any of the criteria above will result in scoring 0 points</b>				
<b><u>Qualification and experience of key staff to be involved (2-page cv)</u></b>				<b>30</b>
<ul style="list-style-type: none"> <li>Qualification and professional registration as per requirements in the building environment / engineering or construction industry.</li> <li>For each professional listed above the following criteria will apply: <ul style="list-style-type: none"> <li>10 years or more experience with a Degree/B-tech Qualification and professional registration = 30 Points</li> <li>6 to 9 years' experience with a Degree/B-Tech and professional registration = 20 points</li> <li>3 to 5 years' experience with a Degree/B-Tech and professional registration = 10 points</li> <li>1-2 years' experience with a Degree/B-Tech and professional registration = 5 points</li> <li>0 years' experience with a Degree/B-Tech and professional registration or unregistered professionals = 0 Points</li> </ul> </li> </ul>				

<b><u>Company Experience on similar projects</u></b>	30
Number of Completed Similar Projects:	
• 5 or More Completed Similar Projects = 30 Points	
• 3-4 Completed Similar Projects = 25 Points	
• 2 Completed Similar Projects = 20 Points	
• 1 Completed Similar Projects = 10 Points	
• 0 Completed Similar Project = 0 Points	
	100

- The functionality threshold is 70 points. Any bidder who does not submit the information required to evaluate, will be at risk of not being awarded points to meet the threshold as stipulated and could be disqualified as a result.
- The tender will be evaluated based on 80/20 split; with 80 points being allocated for pricing; and 20 points for BBBEE requirements. This is reflected in the table below.
- BBBEE points will only be awarded if a certified copy or original of the BBBEE certificate is present in the submitted bid document.
- MBTC reserves the right to invite bidders for the presentations before the award of the tender.

Price points	80
BBBEE (SBD 6.1)	20
Total points	100

## **Proposal Requirements**

### **References**

The proposal should include at least three (3) references from clients who received similar services over the immediate past 12 months. This should preferably include clients having similar scope of services, industry and scale as the MBTC.

The references should include a brief description of the services provided for each client and the MBTC must have appropriate access to the clients listed.

The references must be contactable, and the details provided must include:

- Reference letter
- Contact person
- Company name
- Telephone number
- Email address
- Cell number (if possible)

As required, MBTC may require a visit or contact one or more of these sites.

### **Project participants' and company experience**

Bidders should submit details describing the relevant experience of their proposed staff which will be used to provide the services. The information should include a description of qualifications, knowledge and relevant experience.

Bidders should also submit a profile to stipulate how long the company was or is in business and their experience in security services.

The documentation should adequately describe how the Bidder has performed similar services for similar types or size of organisations.

## **1.0 SITE / BRIEFING MEETINGS**

- 1.1 Not Applicable

## **2.0 PLACE OF DELIVERY AND DELIVERY PERIOD**

- 2.1 The Mandela Bay Theatre Complex 68 Cape Road, Mill Park (Admin Hub) and Corner John Kani and Winston Ntshona Street, Central, Port Elizabeth
- 2.2 The contract period shall be 3 years (36) months from the commencement date.

## **3.0 INSURANCES REQUIRED**

- 3.1 Not Applicable.

## **4.0 COMPLIANCE WITH RESPECTIVE LEGISLATION, BYLAWS, ETC.**

- 4.1 The Labour Relations Act (Act 66 of 1995)
- 4.2 Basic Conditions of Employment Act (75 of 1997)
- 4.3 The Income Tax Act (Act 58 of 1962)
- 4.4 MBTC Supply Chain Management Policy
- 4.5 South African National Standards (SANS 10400)
- 4.6 The Compensation of Occupational Injuries and Diseases Act (Act 130 of 1993)
- 4.7 Public Finance Management Act (1 of 1999)
- 4.8 General conditions of contract of 2015 (GCC 2015)

**NB: that the entity reserves the right to verify supporting documents submitted by the bidder**

## **5.0 SERVICE LEVEL AGREEMENT**

- 5.1 The successful Service Provider will be required to enter into a Service Level Agreement with the Mandela Bay Theatre Complex before the commencement of any works or services.

*NB: that the entity reserve the right to verify supporting documents submitted by the bidder*

## **6.0 SECRECY OF INFORMATION**

- 6.1 Subject to the provisions of the Promotion of Access to Information Act, the information revealed in this tender document is to be classified as confidential. Accordingly, the SCM unit reserves the right to request references and generally examine bona fides and available facilities of any Company of Firm wanting to participate in this contract.

## **7.0 COUNCIL'S LIABILITY AND INDEMNITY**

- 7.1 The Service Providers hereby indemnifies the Council and its employees and agents against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of the execution of this contract.
- 7.2 The Council shall not be held liable to the Service Providers for any direct or indirect damages or losses and the Council shall be indemnified and held free against claims arising out of:
- 7.3 any negligent or innocent misrepresentations made by the Council, its employees or agents in respect of any data, information and statistics supplied to the Service Providers prior to or during the contract; provided that this condition shall not deprive the Tenderer of any payments lawfully due to the Service Providers in terms of the contract, and a change in a legislative provision applicable to the contract

## **8.0 ASSIGNMENT AND SUBLETTING**

- 8.1 Neither the Service Providers nor the Council shall assign or cede the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other. The Service Providers shall not sub-let the whole or any part of this contract without the written consent of the Accounting Officer and such consent, if given, shall not relieve the Service Providers from any liability or obligation under the contract.

## **9.0 LAW TO APPLY**

- 9.1 The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Service Providers in regard to the contract shall be settled in the Republic of South Africa.

## **10.0 PATENT RIGHTS**

- 10.1 The Service Providers shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights, and shall hold the Council indemnified and harmless against any claims for loss or damage to (including legal expenses) arising therefrom.

## **11.0 SEQUESTRATION OR SURRENDER OF BIDDER'S ESTATE**

- 11.1 In the event of an order being made for sequestration of the Service Provider's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Service Providers making application for the surrender of the Service Provider's estate, or if the Service Providers shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of the Service Provider's creditors, or purport to do so, or

if the Service Providers, being a Company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to terminate the contract without payment of any compensation to the Service Providers, and without prejudice to the right of the Council to sue the Service Providers for any damages sustained by it in consequence of one or the other of the afore-mentioned events.

**12.0 CONTRACT TO BE IN CONFORMITY WITH BY-LAWS AND ANY OTHER APPLICABLE LAWS**

- 12.1 The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

**THE MANDELA BAY THEATRE COMPLEX**

**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO PROVIDE TOTAL FACILITIES MANAGEMENT SERVICES FOR MANDELA BAY THEATRE COMPLEX FOR A PERIOD OF THREE YEARS**

**PRICING SCHEDULE**

The pricing quote submitted must correspond to the scope of service prescribed in this document and the quoted amount is Value Added Tax (VAT) inclusive where applicable.

**NB: Bidders can also attach their own detailed quotation, based on the above items**

**SIGNED ON BEHALF OF THE TENDERER:**

Name of Tenderer: .....

Name of Signatory: .....

Capacity of Signatory.....

SIGNATURE ..... DATE.....

**THE MANDELA BAY THEATRE COMPLEX**

**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO PROVIDE TOTAL FACILITIES MANAGEMENT SERVICES FOR MANDELA BAY THEATRE COMPLEX FOR A PERIOD OF THREE YEARS**

**DATA SHEET 1: INVITATION TO BID DOCUMENT**

**PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MANDELA BAY THEATRE COMPLEX</b>					
BID NUMBER:	<b>MBTC-SCM 98/2025</b>	CLOSING DATE:	17 October 2025	CLOSING TIME:	11:00
DESCRIPTION	PROPOSALS FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO PROVIDE TOTAL FACILITIES MANAGEMENT FOR MANDELA BAY THEATRE COMPLEX FOR A PERIOD OF THREE YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE EMAILED TO <i>SCM@MANDELABAYTHEATRE.CO.ZA</i></b>					
<b>Mandela Bay Theatre Complex</b>					
<b>68 Cape Road, Mill Park</b>					
<b>Gqeberha</b>					
<b>6000</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Ms. T. Liwani</b>		CONTACT PERSON	<b>Mr S. Maphinda</b>	
TELEPHONE NUMBER	<b>069 831 8200</b>		TELEPHONE NUMBER	<b>075 055 2885</b>	
E-MAIL ADDRESS	scm@mandelabaytheatre.co.za		E-MAIL ADDRESS	siya@mandelabaytheatre.co.za	
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	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



<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
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]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
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 <b>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.</b>			

## PART B

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.  1.2. <b>ALL BIDS MUST BE SUBMITTED IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>  1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.  1.4. <b>THE SUCCESSFUL BIDDER WILL BE ENGAGED WITH NEGOTIATIONS BY THE MBTC THAT MIGHT RESULT IN THE ISSUING OF A PURCHASE ORDER.</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 MBTC 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 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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

DATE: .....

**MANDELA BAY THEATRE COMPLEX**

**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO  
PROVIDE TOTAL FACILITIES MANAGEMENT SERVICES FOR MANDELA BAY THEATRE COMPLEX FOR  
A PERIOD OF THREE YEARS**

**DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT**

I/We\*, the undersigned, am/are\* duly authorised to sign the tender document on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors\*, of which a certified copy is attached, or .....

Full Name of Signatory: .....

Capacity of Signatory: .....

Signature: .....

Date: .....

**Witnesses:-**

(1) Full Name: .....

Signature: .....Date.....

(2) Full Name: .....

Signature: .....Date.....

\* ***Delete whichever is inapplicable or complete as indicated if none are applicable.***

**MANDELA BAY THEATRE COMPLEX**

**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO  
PROVIDE TOTAL FACILITIES MANAGEMENT SERVICES FOR MANDELA BAY THEATRE COMPLEX**

**DATA SHEET 3: STATEMENT OF PREVIOUS EXPERIENCE**

The nomination of works, preferably of a similar nature to the works in this contract and which the Tenderer has successfully completed, is invited for adjudication purposes.

Tenderers are hereby required to complete the schedule below in its entirety.

Alternatively, Tenderers without experience may submit reference letters as to their abilities and standing in support of their tender, for adjudication purposes.

<b>Name of Company</b>	<b>Contact Person</b>	<b>Contact No.</b>	<b>Nature of Works</b>	<b>Value of Works and Duration</b>

SIGNATURE.....

DATE.....

**MANDELA BAY THEATRE COMPLEX**

**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO  
PROVIDE TOTAL FACILITIES MANAGEMENT SERVICES FOR MANDELA BAY THEATRE COMPLEX**

**DATA SHEET 4: SCHEDULE OF RESOURCES**

Bidders should submit details describing the relevant experience of their proposed staff which will be used to provide the services. The information should include a description of qualifications, knowledge and relevant experience.

Bidders should also submit a profile to stipulate how long the company was or is in business and their experience in security services.

The documentation should adequately describe how the Bidder has performed similar services for similar types or size of organisations.


SIGNATURE.....

DATE.....

**MANDELA BAY THEATRE COMPLEX**

**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO  
PROVIDE TOTAL FACILITIES MANAGEMENT SERVICES FOR MANDELA BAY THEATRE COMPLEX**

**DATA SHEET 5: DECLARATION OF INTEREST**

**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 interest<sup>1</sup> 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

---

<sup>1</sup> 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.

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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.

---

<sup>2</sup> 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.

- 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



**THE MANDELA BAY THEATRE COMPLEX**

**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO  
PROVIDE TOTAL FACILITIES MANAGEMENT SERVICES FOR MANDELA BAY THEATRE COMPLEX**

**DATA SHEET 6: PREFERENCE POINT CLAIM FORM**

**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**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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:

80/20 or 90/10

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

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:

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

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Youth (100% ownership)	4	
Youth (61 - 99% ownership)	3	
Youth (31 - 60% ownership)	2	
Youth (1 - 30% ownership)	1	
Youth ownership 0%	0	
Women (100% ownership)	4	
Women (61 - 99% ownership)	3	
Women (31 - 60% ownership)	2	
Women (1 - 30% ownership)	1	
Women ownership 0%	0	
Black (100% ownership)	4	
Black (61 - 99% ownership)	3	
Black (31 - 60% ownership)	2	
Black (1 - 30% ownership)	1	
Black ownership 0%	0	
People living with disabilities	4	
Locality		
Based in Nelson Mandela Bay	4	
Metro	3	
Based in Eastern Cape	2	
Based in neighbouring provinces	1	
Based in other provinces	0	
Outside RSA		

The CSD report shall be used to verify claim of such points.

#### **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:** .....

.....

.....

.....

**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO  
PROVIDE TOTAL FACILITIES MANAGEMENT SERVICES FOR MANDELA BAY THEATRE COMPLEX**

**DATA SHEET 7: DECLARATION FOR PROCUREMENT ABOVE R1 MILLION (ALL APPLICABLE TAXES  
INCLUDED)**

**For all procurement expected to exceed R1 million (all applicable taxes included), bidders must complete the following questionnaire:**

\* Delete if not applicable

1. Are you by law required to prepare annual financial statements for auditing?

**\*YES / NO**

- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2. Do you have any outstanding undisputed commitments for services towards any organ of state for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

**\*YES / NO**

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

- 2.2 If yes, provide particulars.

.....

.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

**\*YES / NO**

- 3.1 If yes, furnish particulars

.....

.....

**CERTIFICATION**

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

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

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

.....

Signature

.....

Date

.....

Name of Bidder

.....

Position

**DATA SHEET 8 – TENDER BRIEFING/SITE INSPECTION CERTIFICATE**

As required in terms of this document, I/we attended the compulsory Site Inspection/Tender Briefing Meeting on the date specified below.

I/We carefully examined the contract document and have made myself/ourselves fully conversant with all the circumstances likely to influence this contract.

I/We further certify that I am/we are satisfied with the description of the Works and the explanation given by or on behalf of the MBTC at the Site Inspection/Tender Briefing Meeting, and that I/we understand perfectly the work to be done, as specified and implied, in the execution of the contract.

**NAME OF SERVICE PROVIDER** : \_\_\_\_\_

\_\_\_\_\_

**SIGNATURE** : \_\_\_\_\_

**ADDRESS** : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SITE INSPECTION CERTIFICATE**

This will certify that \_\_\_\_\_ (Name)

Representing \_\_\_\_\_ (Firm)

Attended the Site Inspection/Tender Briefing Meeting for this contract on

\_\_\_\_\_ (Date)

SIGNED: \_\_\_\_\_



**TENDER FORM**

The Accounting Officer  
Corner John Kani Road &  
Winston Ntshona Street  
Gqeberha  
6000

Dear Madam,

Having examined the Specifications, Conditions of Contract, Tender and Legislation of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Specifications, Conditions of Contract, Tender and Legislation, save as amended by the modifications set out in Annexure 'A' attached hereto, for the rates as set out in the price schedule for the period commencing from date of award.

R \_\_\_\_\_

In Words \_\_\_\_\_  
\_\_\_\_\_

I/We are registered VAT vendors and the prices indicated therein **EXCLUDES VAT**.

In the event of there being any errors of extension or addition in the Pricing Schedule, I/we agree to the totals being corrected, the rates being taken as correct.

I/We undertake to deliver the goods comprised in the contract within the time frames stated in this contract document.

I/We certify that I/we have satisfied myself/ourselves that the particulars inserted on all required Affidavits are complete and correct.

I/We confirm that I am/we are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation section of this document.

I/We are registered VAT vendors and my/our VAT vendor registration number is:

\_\_\_\_\_

I/We are formally associated by written agreement with the following firms, corporations or companies:

\_\_\_\_\_

(Enter Nil if no affiliations)

I/We are fully paid up members in good standing of the following organisation(s):

\_\_\_\_\_  
(Enter Nil if no affiliations)

I/We bank at the \_\_\_\_\_

Branch of \_\_\_\_\_

Where I/we have a \_\_\_\_\_ account.

It is agreed and understood that should there be any changes on the banking details provided for the entity, a duly signed resolution by all its directors and minutes whereby a resolution for changing the banking details was passed will be submitted to MBTC including the original letter from the bank confirming the details.

It is agreed and understood that this tender is valid for four (4) months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We the undersigned, warrants that I am/we are duly authorised to do so on behalf of the enterprise, certifies that the enterprise complies with all statutory and entity requirements and that the information supplied in terms of this documents with additional information is correct and accurate and acknowledges that if the information supplied is found to be incorrect then the Mandela Bay Theatre Complex in addition to any remedies, it may have: may

- i Recover from the Enterprise all costs, losses or damages incurred or sustained by the entity as result of the award of the contract, and /or
- ii Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellations, and/or
- iii Impose a penalty on the Enterprise as provided in the Tender Document, and/or
- iv Take any other action as may be deemed necessary.

I/we further undertake to submit documentary proof regarding any tendering issue to the Council when so required.

Full Name of Signatory.....

Capacity of Signatory.....

Identity Number.....

Duly authorised to sign on behalf of.....

Physical Address.....

.....

SIGNATURE.....

DATE.....

**ANNEXURE "A"**

**TAX CLEARANCE CERTIFICATE**

Please attach hereto an Original Valid Tax  
Clearance Certificate and Tax Compliance Status  
Verification Pin issued by SARS as required in terms of Regulation 16 of the Preferential Procurement  
Regulations, 2001

**CIPC REGISTRATION CERTIFICATE**

Please attach hereto proof of registration with the  
Companies and Intellectual Property Commission  
(CIPC)

**CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT**

Please attach hereto proof of registration with the Central Supplier Database (CSD)

**ANNEXURE "D"**

**USB-FLASH DRIVE**

NOT APPLICABLE

**ANNEXURE "E"**

**GENERAL CONDITIONS OF CONTRACT**

Please attach hereto signed and initialled General Conditions of Contract

# **NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)**

## **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
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5. Use of contract documents and information inspection
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# General Conditions of Contract

## 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the RFQ documents for the receipt of RFQs.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Day" means calendar day.
- 1.7 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.8 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.9 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.10 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.11 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.12 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among Bidders (prior to or after RFQ submission) designed to establish RFQ prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.13 "GCC" means the General Conditions of Contract.
- 1.14 "Services" means all of the actions/activities that the supplier is required to perform for/or on behalf of the purchaser under the contract.

- 1.15 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.16 "Project site," where applicable, means the place indicated in RFQ documents.
- 1.17 "Purchaser" means the organization purchasing the Services.
- 1.18 "Republic" means the Republic of South Africa.
- 1.19 "SCC" means the Special Conditions of Contract.
- 1.20 "Supplier" means Amilak Training Center being the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to Air Chefs.
- 1.21 "Tort" means in breach of contract.
- 1.22 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all RFQs, contracts and orders including RFQs for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the RFQ documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the RFQ documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of an RFQ.
- 3.2

## **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the RFQ documents and specifications.

## **5. Use of contract documents and information inspection**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent Rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the Purchaser, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the Purchaser.

## **15. Warranty**

- 15.1 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.
- 15.2 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.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 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.
- 15.5 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.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 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.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his RFQ, with the exception of any price adjustments authorized or in the purchaser's request for RFQ validity extension, as the case may be.

## **18. Variation orders**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% 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.

## **19. Assignment**

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the RFQ. Such notification, in the original RFQ or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

- 21.1 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.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter 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 amendment of contract.

- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

## **24. Antidumping and countervailing duties and rights**

- 24.1 When, after the date of RFQ, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping or countervailing right is increased in respect of any dumped or

subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Parties shall not be liable for forfeiture of its performance security, payment of damages, or termination for default if and to the extent that his delay in performance or other failure to perform their obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the party affected 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.

## **26. Termination for insolvency**

- 26.1 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.

## **27. Settlement of Disputes**

- 27.1 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.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

## **28. Limitation of Liability**

- 28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.2 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

- 28.3 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

## **31. Notices**

- 31.1 Every written acceptance of a RFQ shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his RFQ or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a RFQ SARS must have certified that the tax matters of the preferred bidder are in order.

## **33. Transfer of contracts**

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

## **34. Amendment of contracts**

- 34.1 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 to amend or vary shall be in writing, shall also be in writing.

**35. Prohibition of restricted practices**

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.
- 35.3 If a contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the contractor(s) concerned.



**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE  
PROVIDER: TO PROVIDE TOTAL FACILITIES MANAGEMENT FOR MANDELA BAY THEATRE  
COMPLEX MANDELA BAY THEATRE COMPLEX FOR A PERIOD OF THREE YEARS**

**RFP NO: MBTC-SCM/98/2025**

**TERMS OF REFERENCE**

**Closing Date: 17 October 2025**

**Closing Time: 11:00AM**

**1. ASSIGNMENT OBJECTIVE**

The objective of the assignment is to establish a Total Facilities Management (TFM) service for the Mandela Bay Theatre Complex infrastructure facilities.

List the buildings:

- Administration Hub 68 Cape Road, Mill Park, Gqeberha, 6001
- Corner John Kani Road and Winston Ntshona Street, Gqeberha, 6001

## **2. BACKGROUND**

MBTC has been declared through a Government Gazette as the Mandela Bay Theatre Complex, MBTC, since 04 June 2021. Mandela Bay Theatre Complex herein after shortly known as Mandela Bay Theatre. The Mandela Bay Theatre is governed by the Accounting Authority or Council whose members are appointed by the Minister for Sport, Arts and Culture. MBTC requires a company to render Total Facilities Management Services for a period of three years.

## **3. MBTC SCOPE OF WORK**

### **3.1 The project scope entails the following technical and soft Total Facilities Management Services from here on referred to as (FM).**

- The condition assessment of all the infrastructure facilities of the Mandela Bay Theatre Complex to determine the state of the facilities and assess the maintenance requirements comprehensively;
- The development of bills of quantities for each facility based on the condition assessment to quantify any repair work required and attach a financial estimate for implementation;
- The development of the individual maintenance plans, including both planned and unplanned maintenance, for each of the Mandela Bay Theatre Complex facilities. The maintenance plans must be based on the results of the condition assessment;
- The development of the lifecycle plans of each individual facility of the Mandela Bay Theatre Complex;
- The development of the single point of contact for reporting, maintenance break down issues, dispatching maintenance response, and tracking of the executing of maintenance orders in terms of completeness and quality;

- The development of the comprehensive FM service plan with costs and its implementation over the full contract period; and
- Monthly reporting on FM services in terms of implementation and financial progress against the developed FM and maintenance plans.

It is with this mandate and strategic goal in mind that the Mandela Bay Theatre Complex seek to establish the FM service to preserve the upkeep of the Mandela Bay Theatre Complex infrastructure facilities in optimum condition.

### **3.2 Work Plan**

The appointed Professional Service Provider (PSP) will be required to develop a work plan with costs that addresses all the tasks listed below and assign timelines for conclusion of each task. These must be presented in the form of a work plan that will be reviewed by the Executive Management. The various levels of support will in all probability be conducted concurrently and not necessarily sequentially and this must be reflected in the work plan.

### **3.3 Functions to be performed**

The following functions will be performed by the preferred service provider (herein after referred as PSP) throughout the duration of the appointment:

#### **3.3.1 Conducting Condition Assessments**

Condition Assessments must be conducted on all immovable assets that the Mandela Bay Theatre Complex makes use of. The PSP will be expected to produce the condition assessment reports in strict accordance with the prescripts of GIAMA and the applicable Mandela Bay Theatre Complex UAMP templates. These templates will be made available to the appointed PSP with the information that needs to be updated.

Upon completion of the condition assessment, the PSP shall submit the following for approval:

- Individual immovable asset condition assessment reports in a pre-agreed format for all Mandela Bay Theatre Complex facilities.

- Applicable updated UAMP templates reflecting the information from the condition assessment reports for each immovable asset at all Mandela Bay Theatre Complex facilities; and
- Individual detailed Bills of Quantities with costing estimates for each immovable asset requiring refurbishment or renovations according to the condition assessment.

### 3.3.2 Developing Maintenance Plans

The development of the individual maintenance plans, including both planned and unplanned maintenance, for each of the Mandela Bay Theatre Complex facilities must be based on the results of the condition assessment. The maintenance plan should support the development vision of the foundation, the required level service of each facility and facilitate prudent technical and financial decision-making. The plan will also demonstrate to funding agents and other stakeholders the foundation's ability to effectively manage its existing and proposed new infrastructure. The plans must include the following:

- Infrastructure Facility Identification, Description, Location and User.
- Responsible Facility Manager and contact information.
- Identified maintenance needs and their estimated budget requirements according to the following different categories:
  - Planned Maintenance
    - Preventative/Routine Maintenance, which may include but not limited to; servicing of air conditioners; routine maintenance of lifts and fire hydrants, regular checking of sewerage pipe leaks, replacement of old roofing, replacement of light bulbs, water pipes, leaking taps, landscaping maintenance and general cleaning;
    - Major Scheduled Maintenance;
    - Condition Based Maintenance;
    - Backlog Maintenance;

- Statutory Maintenance; and
  - Periodic Maintenance.
- Day to Day Maintenance
  - Emergency Maintenance;
  - Minor Repairs; and
  - Minor New Works.
- Major Facility Component breakdown so as to allocate the identified maintenance need appropriately;
- Maintenance budget requirement responsibility between DSAC and the Mandela Bay Theatre Complex ;
- Planned date of completion of the identified maintenance need; and Maintenance prioritisation according to agreed criteria.

### 3.3.3 Development of Life-Cycle Plans

The appointed service provider will be expected to develop facility specific life-cycle plans for the planned useful life of the facility or a minimum 30-year horizon. The life-cycle plans are to include the following:

- Planned facility component refurbishment programme;
- Planned facility component reconfiguration programme;
- Planned facility component renovation programme;
- Planned facility component upgrade programme;
- Planned facility component disposal programme; and
- The corresponding estimated costs for each of the above plans projected over the 30-year planning horizon.

3.3.4 The Total Facilities Management Contract will also include the following services to Mandela Bay Theatre Complex

Spring Cleaning Services

Landscaping and Grounds Maintenance

Security and Surveillance Services

Energy Management and Conservation

Waste Management

Water Management Systems

Stage Management Services

Fencing of Premises

### 3.3.5 Development of a FM Service Plan and Implementation

The development of a comprehensive FM Service Plan by the appointed service provider will immediately follow the approval and acceptance by the Mandela Bay Theatre Complex of all of the above-mentioned plans. This is to ensure that the FM Service Plan fully addresses all the requirements of each of the stipulated plans. The FM Service Plan will therefore serve to bring all the services that will be rendered by the service provider under one plan spanning the duration of the assignment. Besides incorporating the previously indicated plans, the FM Service Plan must address the how, when and by whom in terms of the following:

- Sourcing of the maintenance issue inspections once a maintenance issue call has been logged;
- Establishing a relevant maintenance database of required maintenance service providers in conjunction with the Mandela Bay Theatre Complex SCM;
- Issuing a detailed specification for quotations, evaluating together with MBTC SCM and appointing service providers;
- Issuing works orders, tracking performance in execution, verifying the work done and assuring quality of service;
- Closing out maintenance issue calls and documenting the works done;
- Allocating all Total Facilities Management and/or maintenance work done to the correct infrastructure asset;

- Updating the asset register accordingly where necessary in terms of major maintenance work completed especially where the work affects the useful life of the asset or its replacement value;
- Managing the distribution of maintenance work responsibility between the Mandela Bay Theatre Complex and PSP according to the maintenance plan of each facility and providing reports on such;
- Maintaining statistics on the maintenance trends in terms of frequency, costs, scale, etc, for reporting; and
- Providing monthly report on FM Services provided with corresponding financials and statistics
- Infrastructure Development Plan
- Shareholder Compliant Facilities Quarterly Reports

#### 3.3.6 Establishing the Facility Management Contact Centre

The appointed service provider will be expected to establish a Mandela Bay Theatre Complex dedicated Total Facilities Management Contact Centre to manage the following on behalf of the foundation:

- Provide one point of contact for all maintenance and facility management queries and information access;
- Receive all maintenance issue call loggings;
- Provide feedback to the caller on the status of their maintenance issue response; and
- Confirm the original caller's satisfaction upon completion of the maintenance issue response.

#### 3.3.7 Information Management System

The appointed service provider will be expected to make use of an information management system in rendering the FM Service. The system should assist to run the

entire service but mainly assist in the management and execution of the following processes during implementation:

- Capturing and maintenance of the Mandela Bay Theatre Complex asset register;
- Capturing and maintenance of the condition assessment reports linked to each asset in the register.
- Capturing and administration of the maintenance plans and tracking the progress of their implementation.
- Capturing and administration of the life-cycle plans and tracking the progress of their implementation.
- Managing all the services of the contact centre electronically.
- Managing the implementation of the rest of the FM services electronically including proving updated reports timeously and in different configurations as may be required by Mandela Bay Theatre Complex and other stakeholders.

#### **4. REQUIRED EXPERTISE, QUALIFICATIONS AND EXPERIENCE**

A service provider bidding for this assignment should demonstrate the following:

- Professionally Registered Key Team Members with 5 to 10 built environment experience in the following disciplines:
  - Architect
  - Quantity Surveyor
  - Civil/Structural Engineer
  - Mechanical/Electrical Engineer
- Company experience on similar projects with contactable references;
- Good knowledge of the PFMA;
- Good knowledge of infrastructure planning and GIAMA;
- Understanding of public finance management and particularly of budgeting processes;



- Experience in infrastructure planning, budgeting, designing, managing and administration of projects and programmes, including human, technical and financial aspects of public sector projects;
- Total Facilities Management Information Management Systems;
- Good understanding of and the ability to implement programme management tools and practices; and
- Good communication, facilitation and leadership skills and the ability to influence people.
- Experience and understanding of heritage and programme planning;

Service providers must reflect the above in the form of a proposal to execute the assignment detailed in these TOR with a clear and articulate approach and methodology.

## **5. TIMEFRAMES**

The appointed service provider will be expected to attend a detailed project briefing with the Mandela Bay Theatre Complex Total Facilities Management Unit and Executive Management Team soon after appointment. Following the briefing the service provider will be expected to produce a detailed work plan reflecting all the tasks necessary to complete the assignment and the corresponding timeframes. The assignment period of the envisaged service provider will be in line with the required period to complete the implementation of the project.

The performance of the appointed service will be reviewed monthly, quarterly and annually based on the approved work plan of the service provider. Should performance be below the required standard according to the work plan, or should project funds not be available, the contract may be terminated through written notification. Adequate opportunity to improve performance will be provided to the service provider through written notices of poor performance.

The Service Provider is to submit a close-out report in the format provided by the Mandela Bay Theatre Complex and all other developed documentation, 20 working days before the last day of the assignment.

6. On appointment, the service provider is to liaise with the Mandela Bay Theatre Complex to agree on the date for submission of the work-plan.

The service provider will be accountable to and under the direction of the CEO or whom has been delegated by the CEO of the Mandela Bay Theatre Complex in the performance of the assignment duties.

## **7. ASSIGNMENT COST**

Payment for the assignment will be partially time-based, and deliverable based and be based on the percentage of the budget expended during the implementation of the Total Facilities Management service plus disbursements. A detailed pricing schedule inclusive of professional fees, disbursements and VAT must be provided by the service provider as an attachment Pricing Schedule 1.

The pricing for the professional fees on this pricing schedule will count towards the pricing score during the evaluation of the bids.

Table 1 reflects the schedule to be used for pricing for this assignment with estimated hours to be dedicated for each major deliverable. The schedule is made up of the hour-based fee section (section 1 to 4) and section 5 based on the percentage of the Total Facilities Management estimated budget.

It must be noted however that the hours shown in table below are a mere estimate for the purpose of fair evaluation of the bids and not a final indication of the hours the assignment will require. The actual hours required by the different disciplines to complete each deliverable of the assignment will be determined during the inception stage of the assignment and reflected in the work plan.

**Table 1: Pricing Schedule**

Ref	Deliverable	Professional	Hours	Rate	Total
1	Condition Assessments				
1.1		Quantity Surveyor	120		
1.2		Civil/ Structural	120		

		Engineer			
1.3		Mechanical/Electrical Engineer	120		
1.4		Architect	120		
A	Sub-total per deliverable		480		
2	Maintenance & Life-cycle Plans				
		Quantity Surveyor	120		
		Civil/ Structural Engineer	65		
		Mechanical/Electrical Engineer	65		
		Architect	65		
B	Sub-total per deliverable		315		
3	FM Service Plan & Contact Centre				
		Utilities and Facilities Officer	120		
		Total Facilities Management Administrator	120		
C	Sub-total per deliverable		240		
Sub- Total (A+B+C)			850		

5	FM Service Plan Implementation		Estimate	Percentage	Total
		FM Budget	R2 000 000		
D	Sub-total per deliverable				
	Sub-total (A+B+C+D)				
	VAT (15%)				
	Total (Copy to offer)				

## 8. EVALUATION CRITERIA

The bid will be evaluated and adjudicated using the 80/20 system (80 for functionality and 20 for B-BBEE). Functionality will be scored at a maximum of 100 points whereby the bidder must obtain a minimum of 70 points to qualify for the financial evaluation according to the criteria captured in the table below:

**Table 2: Evaluation Criteria**

Description of Quality Criteria and Sub-criteria	Total
Total Functionality	100

<p><b><u>Methodology</u></b></p> <ul style="list-style-type: none"> <li>• Understanding of the manner in which the bidder intends to satisfy the requirements established in this scope of work (Structural, Civil, Electrical and Health and Safety). – 10 Points</li> <li>• Proposed structural organogram and action plan for the implementation of the works. - 10 Points</li> <li>• Incorporate the rules and regulations that go with renovations and maintenance of heritage buildings. – 10 Points</li> <li>• The plan must include details of the IT system that will be used in the execution of the FM services – 10 Points</li> </ul> <p><b>Non-Compliance of any of the criteria above will result in scoring 0 points</b></p>	40
<p><b><u>Qualification and experience of key staff to be involved (2-page cv)</u></b></p> <ul style="list-style-type: none"> <li>• Qualification and professional registration as per requirements in the building environment / engineering or construction industry.</li> <li>• For each professional listed above the following criteria will apply: <ul style="list-style-type: none"> <li>○ 10 years or more experience with a Degree/B-tech Qualification and professional registration = 30 Points</li> <li>○ 6 to 9 years' experience with a Degree/B-Tech and professional registration = 20 points</li> <li>○ 3 to 5 years' experience with a Degree/B-Tech and professional registration = 10 points</li> <li>○ 1-2 years' experience with a Degree/B-Tech and professional registration = 5 points</li> <li>○ 0 years' experience with a Degree/B-Tech and professional registration or unregistered professionals = 0 Points</li> </ul> </li> </ul>	30

<b><u>Company Experience on similar projects</u></b>	30
Number of Completed Similar Projects: <ul style="list-style-type: none"> <li>• 5 or More Completed Similar Projects = 30 Points</li> <li>• 3-4 Completed Similar Projects = 25 Points</li> <li>• 2 Completed Similar Projects = 20 Points</li> <li>• 1 Completed Similar Projects = 10 Points</li> <li>• 0 Completed Similar Project = 0 Points</li> </ul>	
	100

The functionality threshold is 70 points. Any bidder who does not submit the information required to evaluate, will be at risk of not being awarded points to meet the threshold as stipulated and could be disqualified as a result.

The tender will be evaluated based on 80/20 split; with 80 points being allocated for pricing; and 20 points for BBBEE requirements. This is reflected in the table below.

BBBEE points will only be awarded if a certified copy or original of the BBBEE certificate is present in the submitted bid document.

MBTC reserves the right to invite bidders for the presentations before the award of the tender.

Price points	80
BBBEE (SBD 6.1)	20
Total points	100

## 9. TAXES AND DUTIES

No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid MBTC must be in possession of a tax clearance certificate, submitted by the bidder.

## **10. DISCLAIMER**

Neither the MBTC nor any of its consultants accepts any responsibility to any Bidder or other third parties under the law of contract, tort or otherwise, for any loss or damage which may arise from this RFP, any matter deemed to form part of this RFP, the supporting information or documents referred to in this RFP or any information supplied by, or on behalf of, the MBTC.

No unsuccessful Bidder will be entitled to any redress against the MBTC in the event that the MBTC enters into any agreement in relation to the RFP with any other Bidder.

No warranty or representation is made about the accuracy or completeness of the information contained in this RFP.

Any costs incurred by the Bidders during the development of the Bidder response will be at the Bidder's expense and will not be covered by the MBTC.

In respect of this RFP and in addition to other contractual conditions and principles contained herein:

- MBTC may elect not to proceed with awarding the bid;
- Bidders will be liable for payment of their own legal costs, whether or not a contract is entered into; and
- No claims for compensation will lie against the MBTC if, following the evaluation of responses, the MBTC elects not to conclude a contract with any Bidder.

## **11. Proposal Requirements**

### **11.1 References**

The proposal should include at least three (3) references from clients who received similar services over the immediate past 12 months. This should preferably include clients having similar scope of services, industry and scale as the MBTC.

The references should include a brief description of the services provided for each client and the MBTC must have appropriate access to the clients listed.

The references must be contactable, and the details provided must include:

- Reference letter
- Contact person
- Company name
- Telephone number
- Email address
- Cell number (if possible)

As required, MBTC may require a visit or contact one or more of these sites.

#### **11.2 Project participants' and company experience**

Bidders should submit details describing the relevant experience of their proposed staff which will be used to provide the services. The information should include a description of qualifications, knowledge and relevant experience.

Bidders should also submit a profile to stipulate how long the company was or is in business and their experience in security services.

The documentation should adequately describe how the Bidder has performed similar services for similar types or size of organisations.

#### **11.3 Contract agreement**

The successful Bidder will be required to enter into a contractual arrangement with the MBTC.

#### **11.4 Compliance with conditions**

Bidders are required to comply with all terms and conditions set out in this RFP.

#### **11.5 Lodgement process**

Responses to this RFP must be made in printed form. Responses must be delivered in a sealed envelope accompanied by a covering letter on the letterhead of the Bidder's organisation, duly signed by an authorised representative of the Bidder's organisation.

#### **11.6 Confidentiality of responses and security of intellectual property**



Responses shall be received and held in confidence. Security procedures apply for all materials received in response to this RFP.

#### **11.7 RFP submission**

The following information is pertinent to the RFP Submission

Closing Date: 17 October 2025
Closing Time: 11:00AM
Email: scm@mandelabaytheatre.co.za

**Description: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO PROVIDE TOTAL FACILITIES MANAGEMENT FOR THE MANDELA BAY THEATRE COMPLEX FOR A PERIOD OF THREE YEARS**

- No responses will be accepted after the closing date and time.
- Responses may not be delivered by facsimile or email.

#### **11.8 Ownership of documents**

All documents forming the response to this RFP shall become the property of the MBTC. Intellectual property contained in the response shall remain vested with the Bidder.

#### **11.9 Discrepancies**

Bidders are advised that should a discrepancy exist between information contained in this RFP and any subsequent contract documents then the contract documents will prevail.

#### **11.10 Collusive practices**

Except to form a consortium to respond to this RFP, a Bidder shall not enter into any agreement with any other Bidder or industry association concerning the preparation of a response to this RFP. In particular, but without limiting the foregoing, a Bidder shall agree not to pay any amount to any unsuccessful Bidder.

Evidence of collusion may lead to the rejection of all offers pursuant to this RFP and Bidders involved in such practices may be barred from tendering for further contracts with MBTC. In addition, Bidders found guilty of collusive practices will be reported to the National Treasury and maybe listed on the Database of Restricted Suppliers.

Bidders may be required to provide a declaration confirming that they have not engaged in collusive practices in relation to this RFP.

This declaration can be found in Appendix B. The Bidder is required to complete the appendix and include it with the Bid that is submitted to MBTC.

MBTC reserves the right to revise any aspect of these timeframes at any stage, and to amend the process at any stage.

#### **11.11 Contacts for further information**

Bidders wishing to clarify items within this RFP should contact the MBTC representative mentioned below either by email. Where the information is not of a confidential nature, MBTC reserves the right to distribute copies of all communications to all recipients of the RFP. Queries should be directed to MBTC's SCM Officer indicated below:

**Ms T. Liwani**

**scm@mandelabaytheatre.co.za**

#### **12. Special conditions of Response/Contract**

The requirements for the services and supporting infrastructure are set out in this RFP. The following requirements relate to all Bids submitted.

##### **12.1 Addenda to response**

Information not specifically required for the RFP but deemed by the Bidder to be of value to the evaluation shall be included as an addendum to the Response. Addenda should not include advertising brochures or similar material.

Where there is referencing to published manuals, the relevant extracts from the manuals and those alone, shall be placed in the addenda.

##### **12.2 Lingua franca**

All information supplied in the Bid Response and all communication in this regard shall be in English.

##### **12.3 Discounts**

The Bidder shall set out any discounts and allowances where appropriate, including discounts for prompt payment.

#### **12.4 Disclosure of information**

No Bidder shall furnish information, make any statement or issue any document or other written or printed material concerning the acceptance of the response to this RFP for publication in any form of media without prior written approval of the MBTC.

#### **12.5 Rights reserved**

At its own discretion, the MBTC reserves the right:

- to extend the time for lodgement of responses;
- to accept a response in part or in total;
- not to accept any Bid resulting from responses to this RFP, in part or in total;
- to, at its own discretion, vary any of the requirements of the services to be delivered during the course of negotiations with the preferred Bidder;
- terminate the evaluation of responses;
- to invite new responses;
- to determine whether or not a response will be considered in the event of a material change in a Bidder;
- to negotiate with the closest conforming Bidder in the event that no one Response satisfies all critical requirements.

#### **12.6 Inquiries to be prior to closing date**

No inquiries, whether in writing or otherwise, shall be made by Bidders following the closing date for responses to the RFP. Breach of this condition may prejudice consideration of the Bidder's response.

A Bidder shall not solicit support from, or in any form canvass any:

- employee or agent of the MBTC;
- committee of the MBTC;
- any consultant or contractor currently engaged by the MBTC,

with respect to any matter pertaining to this RFP (unless specifically authorised by the MBTC to do so). Breach of this condition may prejudice consideration of the Bidder's Response.

### **13. Format of the Bid Response**

Bidders must provide a complete and detailed response to each of the issues raised in this RFP document, and these must be submitted in the prescribed format.

Bidders must submit a signed response in the under-mentioned format.

For ease of evaluation, Bidders are required to present their Bid documentation under the following headings:

#### **Required Forms**

1. Cover letter clearly stating the name of the organisation and the name, address and telephone number of the Bidder's representative.
2. Details of directors and shareholders (and members in the case of close corporations). In the case of wholly owned subsidiaries details of the holding company must also be provided.
3. Provide an organogram of the individuals to be involved on this project and note their designations. Attach detailed résumé's of said individuals.
4. A statement from an independent auditor / accountant regarding the Bidder's financial standing to undertake this project, the Bidder's turnover per annum over the last 3 years and also a statement of estimated turnover of current commitments.
5. A list of previous and existing projects in place not exceeding 5 years in history.
6. Bidders must ensure that the final offer value is correctly carried over to the "OFFER" page, page 2 of SBD 1. The value depicted on the offer page will be regarded as the tendered amount. The "OFFER" page must be completed in full and signed.
7. Note for joint ventures

- The items above are to be addressed and completed by EACH member of the joint venture.

- An agreement between all parties of the joint venture is to accompany the Bid submission.

- BEE status is to be based on a profit sharing ratio and is to be verified by independent auditors if the tender is successful. This will be for the Bidders cost.

8. Original valid tax clearance certificate.

9. Original or certified copy of a valid B-BBEE status level verification certificate.

10. Completed SBD1, SBD4, SBD6.1, SBD7.2, SBD8 and SBD9 forms – see attached.

11. CSD report stating that your tax is compliant on or before the stipulated closing date. (The Report must reflect a date not older than 5 days prior to the closing date) The Mandela Bay Theatre Complex SCM department will verify the tax status of each submitted bid on CSD.

12. Failure to comply with the requirements above will result in Bidders been negatively scored for responsiveness or disqualified for non-compliance.

13. Calculation of Preference Points

- 80/20 Preference Points System for acquisition of services, works or goods to Rand value of R50 million:

The following formula will be used to calculate the points for price:

$$P_s = 80 [1 - (P_t - P_{\min})]$$

$P_{\min}$

Where

$P_s$  = Points scored for comparative price of tender under consideration

$P_t$  = Comparative price of tender under consideration

$P_{\min}$  = Comparative price of lowest acceptable tender

## Glossary

The following definitions are used within this RFP:

- Bid' means a formal submission by a Bidder in response to the RFP document
- 'Bidder/s' means an entity or entities submitting a Bid as above in response to the RFP and include a Bidder Consortium.
- 'MBTC' means the Mandela Bay Theatre Complex ;
- 'Photo Workshop' means the Market Photo Workshop;
- 'LAB' means the Market Laboratory;
- 'IAR' means Immovable Asset Register
- "UAMP" User Immovable Asset Management Plan
- 'Preferred Bidder' means the Bidder selected by the Evaluation Panel to enter into negotiations with MBTC for the provisions of services;
- 'Service Level Agreement' means the agreement entered into between MBTC and the Preferred Bidder setting out the terms and conditions for the services to be provided by the Preferred Bidder;
- Words importing the singular include the plural and vice versa and words importing one gender shall include all other genders. Headings are for ease of reference only and shall not affect the interpretation of this agreement.
- Once a Bidder has been selected using the MBTC's defined selection criteria they will be required to enter into a formal contract with MBTC. The details of this contract will be finalized once the Bidder has been selected and all service negotiations are complete

## **15. Annexure**

A: SBD 1 – Invitation to bid

B: SBD 2 – Tax Clearance Requirements

C: SBD 4 – Declaration of Interest

D: SBD 6.1 - Preference points claim form to the Preferential Procurement Regulations  
2017

E: CSD registration