

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/96/2025

PROVISION OF INTERNAL AUDIT SERVICES FOR MANDELA BAY THEATRE COMPLEX FOR A PERIOD OF 3 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 Thursday, 09 October 2025 at 11h00. The proposal must be emailed to scm@mandelabaytheatre.co.za quoting "Tender No. MBTC-SCM/96/2025 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 **Monday, 08 September 2025**. The tender closes at **11h00 on Thursday, 09 October 2025**, at the Mandela Bay Theatre Complex, 68 Cape Road, Mill Park, Gqeberha, 6000.

THE MANDELA BAY THEATRE COMPLEX

TENDER CHECKLIST 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 NB. Technical Threshold – 70%	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

PROVISION OF INTERNAL AUDIT SERVICES FOR MANDELA BAY THEATRE COMPLEX FOR A PERIOD OF 3 YEARS

TENDER NOTICE

Tenders are hereby invited from suitably qualified and experienced service providers for **PROVISION OF INTERNAL AUDIT SERVICES FOR MANDELA BAY THEATRE COMPLEX FOR A PERIOD OF 3 YEARS**

Tender documents will be made available to tenderers on **Friday 05 September 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**.

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

Tenders must be email to 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)

No	Mandatory Requirements	Comply	Do not comply	Properly mark your attachments
1	INDEPENDENT EXTERNAL QUALITY ASSURANCE REVIEW CERTIFICATE RECEIVED BY THE BIDDER: Evidence of the independent external quality review on the bidder having been conducted in the recent 1 - 5 years where the bidder was given a General Conformance with the Standards for the Professional Practice of Internal Auditing (SPPIA). The certificate issued by an independent external assessor for the external quality review for the			

No	Mandatory Requirements	Comply	Do not comply	Properly mark your attachments
	bidder should clearly indicate that the bidder generally confirms with the SPPIA.			
2	<p>PROOF OF MEMBERSHIP WITH PROFESSIONAL BODY</p> <p>Service Provider must provide certified copies (not older than 3 months from closing date of bid) as proof of membership with IIA or SAICA for the Project Lead/ director, senior manager/ Manager and for Team Member(s) who will be involved in delivering the projects.</p> <p>NB! Certified proof of professional memberships for team leader and team must be submitted and must be on the letterhead of the institution, dated and signed by the institution that provided it.</p> <p>Membership with professional bodies must be verifiable and members must be in good standing where the certificate does not indicate the period of membership, a letter of good standing should be attached.</p>			

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:

No.	CRITERIA	SUB-CRITERIA	WEIGHTING/ POINTS
1	Approach and methodology	<p>Audit methodology and a project plan with deliverables and clear milestones must be submitted.</p> <p>The points will be allocated as follows:</p> <ol style="list-style-type: none"> 1) Detailed internal audit methodology and project plan with deliverables and clear milestones submitted (points =30) 2) Detailed internal audit methodology but project plan with deliverables and clear milestones not submitted (points =20) 3) No detailed methodology despite project plan with deliverables and clear milestones being submitted or not submitted (points =0) 	30
2	Reference Letters	<p>Experience in internal auditing provided:</p> <ul style="list-style-type: none"> • 10 and above Reference letters in internal auditing or similar assignment submitted (30 Points) • 6 -9 Reference letters in internal auditing or similar assignment submitted (25 Points) • 3 - 5 Reference letters in internal auditing or similar assignment submitted (15 Points) • 2 or less reference letters / no letter/s submitted (0) <p>NB! Reference letters must be on company letter head where services were provided, dated and signed by the company that received the services and must describe the work undertaken. The letters must have contact person/s for verification should it be needed. No points will be allocated for submissions that do not meet the requirement.</p>	30
3	Qualification and Experience	<p>Competency and Capacity of the team (Director and Senior Managers)</p> <p>Proof of the team members' qualifications, memberships, years of experience (brief CVs) must be submitted. CVs must highlight certifications and qualifications in 10.2 above.</p>	25

No.	CRITERIA	SUB-CRITERIA	WEIGHTING/ POINTS
		<p>Skilled resources of the bidder must be experienced and demonstrate skillsets in the types of reviews as mentioned in 10.3 above.</p> <p>The number of years ratings to be allocated for the teams experience:</p> <ul style="list-style-type: none"> • 20 years' experience and above = 5 • 16 to 19 years' experience = 4 • 11 to 15 years' experience = 3 • 6 to 10 years' experience = 2 • <5 year experience and less = 1 	
		<p>Competency and Capacity of the team (Internal Auditors and ICT Auditors)</p> <p>Support team CVs must highlight certifications / qualifications in 11.2 above.</p> <p>Skilled resources of the bidder must be experienced and demonstrate skillsets in the types of reviews as mentioned in 11.3 above.</p> <p>The number of years ratings to be allocated for the teams experience:</p> <ul style="list-style-type: none"> • >10 years' experience and above = 5 • 8 to 9 years' experience = 4 • 5 to 8 years' experience = 3 • 2 to 4 years' experience = 2 • 1 year experience and less = 1 	10
4	Capacity	Demonstrate capacity of the audit firm's internal resources and identify audit teams dedicated to the engagement.	5

2. ADMINISTRATIVE COMPLIANCE (NOT A DISQUALIFYING CRITERIA), 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:

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		

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

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:

CSD Supplier Number	
Unique Registration Reference Number	

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..

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

PROVISION OF INTERNAL AUDIT SERVICES FOR MANDELA BAY THEATRE COMPLEX FOR A PERIOD OF 3 YEARS

SPECIFICATION

1.0 INTERNAL AUDIT **SERVICES Terms of Reference (“TORs”)**:

1. SCOPE OF WORK:

- The appointed firm of internal auditors will be required to:
- Provide internal audit services to MBTC.
- Develop a three-year Internal Audit Strategic plan as required by Treasury Regulations.
- The plan should address the business and related risks.
- Develop a detailed annual operational plan indicating each assignment.
- Propose annual budgets for the proposed operational plan.
- Discuss coverage with management and the Audit & Risk Committee.
- Perform risk-based internal audit control and compliance reviews in terms of the proposed internal audit plan.
- Perform audits in compliance with the Global Internal Auditing Standards as issued by the Institute of Internal Auditors.
- Maintain and apply quality assurance by adherence to Global Internal Auditing Standards QAIP requirements.
- Perform IT Audits such as General Computer Controls, Information Security Reviews,
- Pre and Post Implementation Reviews and Network Audits.
- Hold meetings with line management to ensure they are fully aware of the audit findings implications to business operations and subsequent recommendations
- Provide a final report on the outcome and findings of audits with
- recommendations and agreed management corrective action for IA follow up.
- Provide risk mitigation and control advice to management regarding the management of risks, with a summarised report to the Audit committee.
- Provide summary reports to the Audit & Risk Committee on high-risk findings.
- Attend Executive Management Team (“EMT”) and Audit & Risk Committee meetings and provide feedback on audits completed and management of risks.
- Provide overall annual conclusion for the audit committee on the audited control environment.

- Perform follow-up audits to verify all recommended remediations to prior audit findings
- Add value to MBTC's business processes through providing management with in-depth knowledge, strategic and critical thinking in their role as an advisor to achieve the organizations strategic objectives.
- Work closely with the external auditors and other assurance providers to ensure there is synergy of approach with little duplication of effort.
- Play a key role in managing the combined assurance model as recommended in King IV.
- Have capacity to deal with any special internal audit projects..

3. SPECIFICATION OF SKILLS REQUIRED

MBTC requires that the successful bidder shall make use of dedicated internal audit resources who have a sound understanding of internal audit methodologies and techniques with practical experience on similar assignments, as well as a strong knowledge and understanding of government processes, systems, and practices. The key requirements for the successful bidder includes the following:

- Have the necessary skills, knowledge, capacity, and resources to meet the needs of MBTC and to carry out their obligations, including the availability of Technology Audit skills and tools.
- The successful bidder must be able to demonstrate availability of in-house internal audit resources with the necessary qualifications, skills and knowledge specifically in IT and Risk Management.
- The engagement Senior Manager must be directly involved in every engagement review undertaken at MBTC. The engagement Senior Manager will regularly liaise with the MBTC liaison person.
- Demonstrate that they adhere to the IIA standards.

4. EXPECTED OUTCOMES AND DELIVERABLES

As indicated above the expected outcomes and deliverables will be:

- Three years rolling audit plan
- Detailed annual operational plan
- Gantt chart of timelines for the plan for the year
- Detailed budgets
- Audit-working paper files for audits completed that comply with the Global Internal Auditing Standards
- Reports for the Audit & Risk Committee
- Summary report for Audit & Risk Committee
- Attendance at Audit & Risk Committee meetings
- Annual conclusion on the control environment.
- Value added advice to management regarding management of risks.
- Evidence of working closely with external auditors and other assurance providers to prevent duplication of effort, value added advice on combined assurance.

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 reserve 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 SECURITY 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

**PROVISION OF INTERNAL AUDIT SERVICES FOR MANDELA BAY THEATRE COMPLEX FOR A
PERIOD OF 3 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

PROVISION OF INTERNAL AUDIT SERVICES FOR MANDELA BAY THEATRE COMPLEX

DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MANDELA BAY THEATRE COMPLEX					
BID NUMBER:	MBTC-SCM 96/2025	CLOSING DATE:	09 October 2025	CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF INTERNAL AUDIT SERVICES FOR MANDELA BAY THEATRE COMPLEX FOR A PERIOD OF 3 YEARS				
BID RESPONSE DOCUMENTS MAY BE EMAILED TO SCM@MANDELABAYTHEATRE.CO.ZA					
Mandela Bay Theatre Complex					
68 Cape Road, Mill Park					
Gqeberha					
6000					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. T. Liwani		CONTACT PERSON	Mr M.Nzimela	
TELEPHONE NUMBER	069 831 8200		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	scm@mandelabaytheatre.co.za		E-MAIL ADDRESS	monwabisi@mandelabaytheatre.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

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]
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

PART B

1. BID SUBMISSION: 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 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. THE SUCCESSFUL BIDDER WILL BE ENGAGED WITH NEGOTIATIONS BY THE MBTC THAT MIGHT RESULT IN THE ISSUING OF A PURCHASE ORDER.
2. TAX COMPLIANCE REQUIREMENTS 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE 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

**PROVISION OF INTERNAL AUDIT SERVICES FOR MANDELA BAY THEATRE
COMPLEX FOR A PERIOD OF 3 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

**PROVISION OF INTERNAL AUDIT SERVICES FOR MANDELA BAY THEATRE
COMPLEX FOR A PERIOD OF 3 YEARS**

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.

Name of Company	Contact Person	Contact No.	Nature of Works	Value of Works and Duration

SIGNATURE.....

DATE.....

**PROVISION OF INTERNAL AUDIT SERVICES FOR MANDELA BAY THEATRE
COMPLEX FOR A PERIOD OF 3 YEARS**

Experience as Internal Auditors in other Organs of State in South Africa. Applicant must submit a company profile and CV of Key personnel who will service the MBTC highlighting experience in Auditing services

[illegible]

DATE.....

MANDELA BAY THEATRE COMPLEX

PROVISION OF INTERNAL AUDIT SERVICES FOR MANDELA BAY THEATRE COMPLEX FOR A PERIOD OF 3 YEARS

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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 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

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

so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

THE MANDELA BAY THEATRE COMPLEX

PROVISION OF INTERNAL AUDIT SERVICES FOR MANDELA BAY THEATRE COMPLEX FOR A PERIOD OF 3 YEARS

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

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

Where

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

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:

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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:

.....

.....

.....

THE MANDELA BAY THEATRE COMPLEX

**PROVISION OF INTERNAL AUDIT SERVICES FOR MANDELA BAY THEATRE
COMPLEX FOR A PERIOD OF 3 YEARS**

**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

.....
Position

.....
Name of Bidder

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.....

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)

USB-FLASH DRIVE

NOT APPLICABLE

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
4. Standards
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.

TERMS OF REFERENCE

1. PREAMBLE

The Mandela Bay Theatre Complex ("MBTC"), was declared as a Schedule 3A public entity on 26 May 2021, and gazetted on 04 June 2021. The call for the new Council was issued in October 2021. The entity became operational as a declared institution on 1 April 2022 with the new Council appointed on 02 June 2022.

The MBTC succeeds the previous Board of the Port Elizabeth Opera House NPC, which oversaw the longest running theatre in Africa since 1892. The MBTC is an Agency of the Department of Sport, Arts and Culture.

2. OVERALL OBJECTIVE

The objective of this tender is to appoint a firm to provide Internal Audit services to MBTC.

The proposal should indicate the approach that may be adopted as well as cost implications with assumptions. Pricing will be assessed on an average cost per hour basis.

3. CONTRACT PERIOD

The duration of the contract is anticipated to run for a period of 3 years. The work will mainly be performed at the MBTC's premises in Gqeberha.

4. SCOPE OF PROJECT

The appointed firm of internal auditors will be required to:

- Provide internal audit services to MBTC.
- Develop a three-year Internal Audit Strategic plan as required by Treasury Regulations. The plan should address the business and related risks.
- Develop a detailed annual operational plan indicating each assignment.
- Propose annual budgets for the proposed operational plan.
- Discuss coverage with management and the Audit & Risk Committee.
- Perform risk-based internal audit control and compliance reviews in terms of the proposed internal audit plan.
- Perform audits in compliance with the Global Internal Auditing Standards as issued by the Institute of Internal Auditors.
- Maintain and apply quality assurance by adherence to Global Internal Auditing Standards QAIP requirements.
- Perform IT Audits such as General Computer Controls, Information Security Reviews,
- Pre and Post Implementation Reviews and Network Audits.
- Hold meetings with line management to ensure they are fully aware of the audit findings implications to business operations and subsequent recommendations.

- Provide a final report on the outcome and findings of audits with recommendations and agreed management corrective action for IA follow up.
- Provide risk mitigation and control advice to management regarding the management of risks, with a summarised report to the Audit committee.
- Provide summary reports to the Audit & Risk Committee on high-risk findings.
- Attend Executive Management Team (“EMT”) and Audit & Risk Committee meetings and provide feedback on audits completed and management of risks.
- Provide overall annual conclusion for the audit committee on the audited control environment.
- Perform follow-up audits to verify all recommended remediations to prior audit findings
- Add value to MBTC’s business processes through providing management with in-depth knowledge, strategic and critical thinking in their role as an advisor to achieve the organizations strategic objectives.
- Work closely with the external auditors and other assurance providers to ensure there is synergy of approach with little duplication of effort.
- Play a key role in managing the combined assurance model as recommended in King IV.
- Have capacity to deal with any special internal audit projects.

5. SPECIFICATION OF SKILLS REQUIRED

MBTC requires that the successful bidder shall make use of dedicated internal audit resources who have a sound understanding of internal audit methodologies and techniques with practical experience on similar assignments, as well as a strong knowledge and understanding of government processes, systems, and practices. The key requirements for the successful bidder includes the following:

- Have the necessary skills, knowledge, capacity, and resources to meet the needs of MBTC and to carry out their obligations, including the availability of Technology Audit skills and tools.
- The successful bidder must be able to demonstrate availability of in-house internal audit resources with the necessary qualifications, skills and knowledge specifically in IT and Risk Management.
- The engagement Senior Manager must be directly involved in every engagement review undertaken at MBTC. The engagement Senior Manager will regularly liaise with the MBTC liaison person.
- Demonstrate that they adhere to the IIA standards.

6. EXPECTED OUTCOMES AND DELIVERABLES

As indicated above the expected outcomes and deliverables will be:

- Three years rolling audit plan
- Detailed annual operational plan
- Gantt chart of timelines for the plan for the year
- Detailed budgets

- Audit-working paper files for audits completed that comply with the Global Internal Auditing Standards
- Reports for the Audit & Risk Committee
- Summary report for Audit & Risk Committee
- Attendance at Audit & Risk Committee meetings
- Annual conclusion on the control environment.
- Value added advice to management regarding management of risks.
- Evidence of working closely with external auditors and other assurance providers to prevent duplication of effort, value added advice on combined assurance.

7. ACCOUNTABILITY

The appointed Internal Audit firm is accountable and reports to the Audit & Risk Committee.

Performance management of the appointed Internal Audit firm is the responsibility of the Audit & Risk Management Committee, in accordance with the scope of the project.

8. QUALITY ASSURANCE REVIEWS OF THE WORK

MBTC reserves the right to review audit files on behalf of the Audit & Risk Committee. The appointed service provider will be expected to adhere to the requirements of Global Internal Auditing Standards on quality assurance.

9. MONITORING PROGRESS OF ASSIGNMENTS

The appointed firm will need to work closely with the liaison person to ensure that the audit plan is risk based and the audit plan is achieved. The Internal Auditors will also be required to provide quarterly updates to the Audit & Risk Committee regarding progress with achieving the audit plan.

10. INDEPENDENCE AND OBJECTIVITY OF STAFF

In carrying out the work, the service provider must ensure that its staff maintains their objectivity by remaining independent of the activities they execute.

11. COMPETENCY AND EXPERTISE REQUIREMENTS

11.1 Preference will be given to firms with its staff registered with the Institute of Internal Auditors, South African Institute of Chartered Accountants and other relevant accredited professional bodies. It is essential the service provider has knowledge and experience of working with a Public Entity.

11.2 The successful bidder's Directors and Senior Manager must have certifications with the following professional associations but not limited to,

- Institute of Internal Auditors – (IIA): Certified Internal Auditor (CIA), Certification in Control Self-Assessment (CCSA)
- ISACA - Certified Information Systems Auditors (CISA), Certified in the Governance of Enterprise IT (CGEIT), Certified Information Systems Security Professional (CISSP).

- SAICA - South African Institute of Chartered Accountants (SAICA).

11.3 The service provider must have skilled resources with competencies in the following:

- 11.3.1 Ability to perform follow-up audits to effectively and verify implemented remediations to prior periods audit findings.
- 11.3.2 ICT Auditing (such as General Computer Controls, Information security reviews, pre- and post-implementation reviews, database, and network audits).
- 11.3.3 Operational, Financial and Compliance Audit Assignments.
- 11.3.4 High level review of the usefulness and reliability of Non – Financial Performance Information in preparation for external audit.
- 11.3.5 Quality review of Annual Financial Statements in terms of GRAP compliance with clear recommendations within a relatively short turnaround time.
- 11.3.6 Special / Ad-hoc investigations from management as well as in respect of the in-house fraud hotline
- 11.3.7 Review of Risk Management.

12. LIST OF RETURNABLES

A bid document highlighting, but not limited to the following:

- Corporate profile that:
 - Details the company's experience in providing the required scope of services outlined above, including an overview of relevant current internal audit client base.
 - Size and capability of dedicated in-house internal audit specialist teams in the company.
- Demonstrate operational effectiveness and governance including proposed core delivery team, inclusive of key roles and team resources to deliver the proposal.
- An overview of the bidder's proposed methodologies and tools to be used in the engagement, including approach to quality assurance.
- The approach to project governance and progress reporting.
- Summary CVs or profiles of core delivery team members including key subject matter experts, where relevant.
- Professional body registration certificates of the proposed team of experts and their detailed CVs.
- Detailed costing proposal indicating fee structure per level of staff and the calculated average rate per hour. Any assumptions used in the calculations should be clearly identified. Costing may also indicate any additional charges, i.e reimbursive costs that may be applicable.

Other administrative returnable:

- A valid Tax Status Pin document
- BEE credentials / rating certificate
- Completed and signed documents as indicated in this bid document.

12. 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

13. MANDATORY REQUIREMENTS (STAGE 1)

All bid responses that do not meet the Mandatory Requirements will be disqualified and will not be considered for further evaluation of the Functionality Requirements. The proof of required information as per the table below must be clearly referenced in the submission for ease of evaluation.

No	Mandatory Requirements	Comply	Do not comply	Properly mark your attachments
1	<p>INDEPENDENT EXTERNAL QUALITY ASSURANCE REVIEW CERTIFICATE RECEIVED BY THE BIDDER:</p> <p>Evidence of the independent external quality review on the bidder having been conducted in the recent 1 - 5 years where the bidder was given a General Conformance with the Standards for the Professional Practice of Internal Auditing (SPPIA).</p> <p>The certificate issued by an independent external assessor for the external quality review for the bidder should clearly indicate that the bidder generally confirms with the SPPIA.</p>			
2	<p>PROOF OF MEMBERSHIP WITH PROFESSIONAL BODY</p> <p>Service Provider must provide certified copies (not older than 3 months from closing date of bid) as proof of membership with IIA or SAICA for the Project Lead/ director, senior manager/ Manager and for Team Member(s) who will be involved in delivering the projects.</p> <p>NB! Certified proof of professional memberships for team leader and team</p>			

No	Mandatory Requirements	Comply	Do not comply	Properly mark your attachments
	<p>must be submitted and must be on the letterhead of the institution, dated and signed by the institution that provided it.</p> <p>Membership with professional bodies must be verifiable and members must be in good standing where the certificate does not indicate the period of membership, a letter of good standing should be attached.</p>			

14. 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:

No.	CRITERIA	SUB-CRITERIA	WEIGHTING/ POINTS
1	Approach and methodology	<p>Audit methodology and a project plan with deliverables and clear milestones must be submitted.</p> <p>The points will be allocated as follows:</p> <ol style="list-style-type: none"> 1) Detailed internal audit methodology and project plan with deliverables and clear milestones submitted (points =30) 2) Detailed internal audit methodology but project plan with deliverables and clear milestones not submitted (points =20) 3) No detailed methodology despite project plan with deliverables and clear milestones being submitted or not submitted (points =0) 	30
2	Reference Letters	<p>Experience in internal auditing provided:</p> <ul style="list-style-type: none"> • 10 and above Reference letters in internal auditing or similar assignment submitted (30 Points) • 6 -9 Reference letters in internal auditing or similar assignment submitted (25 Points) • 3 - 5 Reference letters in internal auditing or similar assignment submitted (15 Points) • 2 or less reference letters / no letter/s submitted (0) <p>NB! Reference letters must be on company letter head where services were provided, dated and signed by the company that received the</p>	30

No.	CRITERIA	SUB-CRITERIA	WEIGHTING/ POINTS
		services and must describe the work undertaken. The letters must have contact person/s for verification should it be needed. No points will be allocated for submissions that do not meet the requirement.	
3	Qualification and Experience	<p>Competency and Capacity of the team (Director and Senior Managers)</p> <p>Proof of the team members' qualifications, memberships, years of experience (brief CVs) must be submitted. CVs must highlight certifications and qualifications in 10.2 above.</p> <p>Skilled resources of the bidder must be experienced and demonstrate skillsets in the types of reviews as mentioned in 10.3 above.</p> <p>The number of years ratings to be allocated for the teams experience:</p> <ul style="list-style-type: none"> • 20 years' experience and above = 5 • 16 to 19 years' experience = 4 • 11 to 15 years' experience = 3 • 6 to 10 years' experience = 2 • <5 year experience and less = 1 	25
		<p>Competency and Capacity of the team (Internal Auditors and ICT Auditors)</p> <p>Support team CVs must highlight certifications / qualifications in 11.2 above.</p> <p>Skilled resources of the bidder must be experienced and demonstrate skillsets in the types of reviews as mentioned in 11.3 above.</p> <p>The number of years ratings to be allocated for the teams experience:</p> <ul style="list-style-type: none"> • >10 years' experience and above = 5 • 8 to 9 years' experience = 4 • 5 to 8 years' experience = 3 • 2 to 4 years' experience = 2 • 1 year experience and less = 1 	10
4	Capacity	Demonstrate capacity of the audit firm's internal resources and identify audit teams dedicated to the engagement.	5

15. ADMINISTRATIVE COMPLIANCE (NOT A DISQUALIFYING CRITERIA) - STAGE 3

- 15.1 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.
- 15.2 SBD 4: Bidders Disclosure (duly completed and signed).
- 15.3 SBD 6.1: preferential points claim form (duly completed and signed).
- 15.4 Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties (if applicable).