

# 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 12/2023**

**SUPPLY AND DELIVERY OF DIGITAL SOUND CONSOLES FOR MANDELA BAY THEATRE COMPLEX**

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

**Tenders must be submitted both in hard copy and on USB Flash Drive contained in sealed envelopes and marked with “Tender No 12/2023” and the Contract Description must be placed in the Tender Box located at the Theatre, not later than 13h00 on Tuesday, 12 December 2023, where they will be publicly opened. *Only tenders placed in the Tender Box shall be accepted.***

## MANDELA BAY THEATRE COMPLEX

## SUPPLY AND DELIVERY OF DIGITAL SOUND CONSOLES FOR MANDELA BAY THEATRE COMPLEX

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11.1	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.	
11.2	The Tender Notice appeared on e-tender portal on <b>Friday, 10 November 2023</b> . The tender closes at <b>13h00 on Tuesday, 12 December 2023</b> , at the Mandela Bay Theatre Complex, Cnr John Kani Road and Winston Ntshona Street, Gqeberha, 6000.	

## **THE MANDELA BAY THEATRE COMPLEX**

### **TENDER SUBMISSION CHECKLIST**

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.	SBD 2	Tax clearance requirements	Submission of a valid original tax clearance certificate Provide SARS Status PIN in order for MBTC to Verify	
3.	SBD 3.1	Pricing schedule – Firm prices	To be completed in full	
4.	SBD 4	Declaration of Interest	To be completed in full	
5.	SBD 6.1	Preference point claim form	To be completed in full - You may submit a Sworn affidavit.	
6.	TOR	Terms of reference	To be read and applied	
7.		Company Profile and CK documents	To be submitted	
8.		Registered on the National Treasury Central Suppliers Database (CSD)	Provide the CSD Supplier Number (MAAA)	
9.	GCC	General conditions of Contract	Initial each page	
10.		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	
11.		Proposal <b>NB. Technical Threshold – 70%</b>	To be compiled and submitted in line with requirements of the Terms of Reference	

12.		Bid Invitation	1 Original and a copy on Memory Stick/USB Flash drive	
13.		Are you the sole Supplier/distributor of goods?	Provide proof on Company Letterhead	

**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. Check list to be completed and attached to the proposal.
3. Incomplete documents will be regarded as non-responsive.
4. All forms to be completed in black ink.
5. 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.
6. No late quotations / bids will be accepted.
7. MBTC reserves the right to award or withdraw the bid.

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

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

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

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

**MANDELA BAY THEATRE COMPLEX**

**SUPPLY AND DELIVERY OF DIGITAL SOUND CONSOLES FOR MANDELA BAY THEATRE COMPLEX**

## **TENDER NOTICE**

Tenders are hereby invited from suitably qualified and experienced service providers for the **SUPPLY AND DELIVERY OF DIGITAL SOUND CONSOLES FOR MANDELA BAY THEATRE COMPLEX**

Tender documents will be made available to tenderers from **12h00 on Tuesday, 14 November 2023**.

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

For any technical related enquiries, please contact Mr T Sonjica (Stage and Tech Services) on direct e-mail address [toto@mandelabaytheatre.co.za](mailto:toto@mandelabaytheatre.co.za)

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

A non-compulsory **Clarification Meeting/Site Briefing** will be held on **Friday, 17 November 2023**, in the **Boardroom** at **Cnr John Kani Rd and Winston Ntshona Street, Gqeberha, 6000; Mandela Bay Theatre Complex Building**, commencing at **11h00**. Tenderers attending the meeting must be in possession of a tender document. A minimum of one representative per Company will be allowed to attend the above meeting.

Tenders must be submitted both in hard copy and on a USB Flash Drive contained in sealed envelopes and marked with **"Tender No. MBTC 12/2023"** and the **Contract Description** and must be placed in the Tender Box located in the Ground Floor, Mandela Bay Theatre Complex Building, Cnr John Kani Rd and Winston Ntshona Street, Gqeberha, 6000, not later than **13h00 on Tuesday, 12 December 2023**, where they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

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

**Tender Adjudication/Evaluation Criteria:** Tenderers meeting the Mandatory Requirements of the tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 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.

No.	Description of Functionality Criteria	Maximum Points
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1	Technical Evaluation/Competency	20 Points
2	Number of years in the industry	20 Points
3	Composition of project team and accreditation of technical support staff. (Provide copy of CV and qualification)	10 Points
4	Turnaround time for technical support services	10 Points
5	Two (2) year warranty and 1 year replacement guarantee	10 Points
6	Project implementation plan with clear timelines of installations, testing and training of technical personnel	30 Points
<b>Total Functionality Points</b>		<b>100 Points</b>
<b>Minimum Threshold</b>		<b>70 points</b>

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

Specific Goals	Description	Maximum Points
	B-BBEE Contribution Level	10
	Locality	10
<b>Total Preference Points (Specific Goals)</b>		<b>20</b>

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. **NON-COMPULSORY SITE INSPECTION/TENDER BRIEFING MEETING**

Where in the tender document reference is made to a non-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 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.

## 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 original hand written priced tender documents will be considered. Tenders submitted by electronic mail, telex or facsimile shall not be considered. ***The use of correction fluid is strictly prohibited.*** All corrections are to be countersigned.

Tenderers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the Mandela Bay Theatre Complex building, Cnr John Kani Road and Winston Ntshona Street, Gqeberha, 6000, and placed in the Tender Box situated in the Ground Floor by the close of tenders. The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents, including any employee of the Council.

Sealed tenders endorsed with the appropriate tender number, must reach the MBTC building, Gqeberha not later than the closing date and time stated in the public advertisement inviting tenders, where they will be opened in public. Under no circumstances will any extension of time be allowed for the submission of tenders. Tenders shall remain valid for four (4) calendar months from the date of opening.

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

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

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

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

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

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

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

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

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

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

**Failure to provide the above information shall render the tender to be disqualified.**

## 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 Clearance Certificate or a Tax Compliance Status Verification Pin issued by SARS. Failure to submit a valid original Tax Clearance Certificate or a Tax Compliance Status Verification Pin will result in the invalidation and disqualification of the tender. **Certified copies of the Tax Clearance Certificate will not be acceptable.**

Further to the above, Tenderers are to note that the Tax Clearance Certificate must be valid for the full duration of the tender validity period i.e. three (3) months commencing from the closing date of the tender.



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. In this instance, the Tenderer will be required to indicate below the CSD Supplier Number and Unique Registration Reference Number for verification purposes:-

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

## **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 services 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;

**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 Datasheet 6 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
  - b) 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,

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 evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2022, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

**17. COMBATIVE TENDERING**

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

- (i) Suggestions to fictitious lower quotations;
- (ii) Reference to non-existent competition;
- (iii) Exploiting errors in tenders;
- (iv) Soliciting tenders from Tenderers whose names appear on the list of restricted tenderers/suppliers/persons, and,
- (v) 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 R1million 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: Stage and Tech Services 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**

### **SUPPLY AND DELIVERY OF DIGITAL SOUND CONSOLES FOR MANDELA BAY THEATRE COMPLEX**

#### **SPECIFICATION**

##### **1.0 SCOPE OF WORKS**

- 1.1 The primary purpose of this contract calls for Supply And Delivery Of Digital Sound Consoles For Mandela Bay Theatre Complex.

##### **2.0 DETAILED SPECIFICATION**

- 2.1 MBTC currently utilizes Allen and Heath mixing consoles in their primary venues (The Barn and Main Theatre). These consoles are now over 10 years old and they have reached end of useful life, no longer manufactured, and have limited spares and support.

To this end the decision has been made to purchase a mixing console which has a principal mode of operation (software platform) specifically aligned to the theatrical environment. It must however be able to easily switch between this and “normal” operation for conventional music style performances.

In addition, it is imperative that the console can be purposed within a future dedicated audio network that will be utilized throughout the MBTC. This network will include centralized audio routing, control, and remote access, across multiple protocols.

The offered console should be internationally accepted within the theatrical environment, with a qualified local user base and support.

Proven relevant experience and success, as well as the ability to deliver a reliable, efficient and effective service will be important considerations. By the submission of a proposal, each bidder warrants that he/she/it is highly skilled, professional, competent and experienced in the area for which he/she/it has tendered. Any work performed by a successful bidder will be evaluated against these criteria. The bidder also warrants that the service provided will be of a superior standard, and is unlikely to cause undue difficulties. The bid may be awarded, in part or in full, at the sole discretion of MBTC, to one or more concerns on a non-exclusive basis.

Proposals / bids that are qualified by a bidder's own conditions may be rejected as being invalid, and failure of the bidder to renounce such conditions when called upon to do so may invalidate the proposal. MBTC may request clarification or additional information regarding any aspect of the proposal. The bidder must supply the requested information within 24 hours after the request has been made, otherwise the bidder may be disqualified. MBTC may also request a demonstration, and bidders must comply with such a request within 72 hours.

##### **3.0 CONTACT PERSONS**

For any **technical related enquiries**, please contact:

Mr T Sonjica (Manager: Stage and Tech Services)

E-mail Address: [toto@mandelabaytheatre.co.za](mailto:toto@mandelabaytheatre.co.za)



For any **procurement related enquiries**, please contact: -

Ms C Skosana (Supply Chain Management Unit)

E-mail Address: [suppliers@mandelabaytheatre.co.za](mailto:suppliers@mandelabaytheatre.co.za)

#### **4.0 SITE / BRIEFING MEETINGS**

- 4.1 A non-compulsory **Clarification Meeting/Site Inspection** will be held on **Friday, 17 November 2023**, in the **Boardroom** at **Corner John Kani Road and Winston Ntshona Street, Gqeberha, 6000** commencing at **11h00**. Tenderers arriving at the meeting after the stipulated starting time above will be disqualified. Further, all tenderers attending the meeting must be in possession of a tender document failing which the tenderer shall be disqualified. A minimum of one representative per Company will be allowed to attend the above meeting.

#### **5.0 PLACE OF DELIVERY AND DELIVERY PERIOD**

- 5.1 The tenderer to supply and delivery of sound consoles for the Mandela Bay Theatre Complex.

#### **6.0 ESCALATION**

- 6.1 Not Applicable.

#### **7.0 INSURANCES REQUIRED**

- 7.1 Not Applicable.

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

- 8.1 The Labour Relations Act (Act 66 of 1995)
- 8.2 Basic Conditions of Employment Act (75 of 1997)
- 8.3 The Income Tax Act (Act 58 of 1962)
- 8.4 MBTC Supply Chain Management Policy
- 8.5 South African National Standards (SANS 10400)
- 8.6 The Compensation of Occupational Injuries and Diseases Act (Act 130 of 1993)
- 8.7 Public Finance Management Act (1 of 1999)
- 8.8 General conditions of contract of 2015 (GCC 2015)

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

#### **9.0 SERVICE LEVEL AGREEMENT**

- 9.1 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.

#### **10.0 MANDATORY REQUIREMENTS**

- 10.1 Proof of sole supplier must be submitted if the sole supplier of goods and services.

## 11.0 EVALUATION CRITERIA

11.1 The qualification criteria to be used will be functionality, broad based black economic empowerment and qualifying tenders will be further evaluated using the **80/20-point** system. An 80/20 procurement point system will be applied on procurement of goods and services equal to or below R50 million where a maximum of 80 points are awarded for price and a maximum of 20 points are awarded for specific goals.

### 11.1.1 Stage One - Functionality

#	Sub-Criteria	Weight	Value	Actual Score										
1.	Technical Evaluation/Competency <table border="1"> <tr> <th>4 Points</th><th>8 Points</th><th>12 Points</th><th>16 Points</th><th>20 Points</th></tr> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> </table>	4 Points	8 Points	12 Points	16 Points	20 Points	1	2	3	4	5	20	5 = Fully complied 4 = Satisfactory complied 3 = Fairly satisfactory 2 = Below average 1 = Did not comply	
4 Points	8 Points	12 Points	16 Points	20 Points										
1	2	3	4	5										
2.	Number of years in the industry <table border="1"> <tr> <th>4 Points</th><th>8 Points</th><th>12 Points</th><th>16 Points</th><th>20 Points</th></tr> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> </table>	4 Points	8 Points	12 Points	16 Points	20 Points	1	2	3	4	5	20	5 = 10 Years or more 4 = 8 Years 3 = 5 Years 2 = 3 Years 1 = 2 Years	
4 Points	8 Points	12 Points	16 Points	20 Points										
1	2	3	4	5										
3.	Composition of project team and accreditation of technical support staff. (Provide copy of CV and qualification) <table border="1"> <tr> <th>2 Points</th><th>4 Points</th><th>6 Points</th><th>8 Points</th><th>10 Points</th></tr> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> </table>	2 Points	4 Points	6 Points	8 Points	10 Points	1	2	3	4	5	10	5 = Sound engineer/Technician with more than 10 years' experience in the theatre environment 4 = Sound engineer/Technician with 7 years' experience in the theatre environment 3 = Sound Engineer/Technician with 5 years' experience in the theatre environment 2 = Sound Engineer/Technician with 3 years' experience in theatre environment 1= Sound engineer with less than 1 year in the theatre environment	
2 Points	4 Points	6 Points	8 Points	10 Points										
1	2	3	4	5										
4.	Turnaround time for technical support services <table border="1"> <tr> <th>2 Points</th><th>4 Points</th><th>6 Points</th><th>8 Points</th><th>10 Points</th></tr> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> </table>	2 Points	4 Points	6 Points	8 Points	10 Points	1	2	3	4	5	10	5 = Available within 24 hours 4 = Available within 48 hours 3 = Available within a week 2 = Available fortnightly 1 = Available monthly	
2 Points	4 Points	6 Points	8 Points	10 Points										
1	2	3	4	5										
5.	Two (2) year warranty and 1 year replacement guarantee <table border="1"> <tr> <th>2 Points</th><th>4 Points</th><th>6 Points</th><th>8 Points</th><th>10 Points</th></tr> </table>	2 Points	4 Points	6 Points	8 Points	10 Points	10	5 = 2 year warranty and 1 year replacement guarantee. 4= 1 year warranty and 1 year replacement guarantee.						
2 Points	4 Points	6 Points	8 Points	10 Points										

	1	2	3	4	5		3 = 1 year warranty and 6 months replacement guarantee. 2 = 6 Months warranty and 6 months replacement guarantee. 1 = No proof of warranty and replacement guarantee.	
6.	Project implementation plan with clear timelines of installations, testing and training of technical personnel					30	5 = Methodology/Plan that has clear milestone achievable within 2 months 4 = Methodology/Plan that has clear milestone achievable within 3 months 3 = Methodology/Plan that has clear milestone achievable within 5 months 2 = Methodology/Plan that has clear milestone achievable within 6 months 1 = Unclear Methodology	
	6 Points	12 Points	18 Points	24 Points	30 Points			
	1	2	3	4	5			
Threshold						70		
Total						100		

**Total Points = 70 Points**

**Minimum Threshold = 70 points to progress to stage two of evaluation**

**NB: Only tenderers who score a minimum of 70 points and above will be considered for further evaluation in Stage 2: 80/20 Preference Point System.**

#### 11.2.1 Stage Two: Specific Goals

**PRICE : 80 POINTS**

**SPECIFIC GOALS : 20 POINTS**

Specific Goals	Description	Maximum Points
BEE	BEE Contribution Level	10
	Locality	10

The Tenderer is to submit a copy of the Service Provider's CIPC certificate, a full CSD Report as well as original certified copies of all Members/Directors/Owners Identity Documents to be eligible to claim the above described Specific Goals Preference Points.

**12.0** *NB: The entity reserve the right to verify supporting documents submitted by the bidder*  
**SECURITY OF INFORMATION**

- 12.1 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.

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

- 13.1 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.

- 13.2 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:

- 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

### **14.0 ASSIGNMENT AND SUBLETTING**

- 14.1 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.

### **15.0 LAW TO APPLY**

- 15.1 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.

### **16.0 PATENT RIGHTS**

- 16.1 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.

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

- 17.1 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.

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

- 18.1 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**

**SUPPLY AND DELIVERY OF DIGITAL SOUND CONSOLES FOR MANDELA BAY THEATRE COMPLEX**

## PRICING SCHEDULE

No.	DESCRIPTION:	Quantity	Unit Price	Total Price
1	<b>Main Theatre Console</b> <ul style="list-style-type: none"> <li>Yamaha or QL 5 Digital Mixer(Local I/O: 32 in 16 out, Fader Config: 32 + 2) or Equivalent</li> <li>Compatible Dante card.</li> <li>HY144-D Audio Interface Dante Card Specialised (144 Channel)</li> <li>Stage Plus Premade Cat 6 Network Cable 75m</li> <li>Stage Plus Premade Cat 6 Network Cable 20m</li> <li>Stage Plus Premade Cat 6 Network Cable 3m</li> <li>Tascam Series 208i Sound Card - 8 Output or equivalent-For Cue Lab use</li> <li>Yamaha or Gooseneck Light LA1L or equivalent</li> <li>Rio 1608-D2 Dante Complaint 16 input / 8 output</li> <li>Rio-3224-D2 Stage Box 32 input/16 Output</li> <li>4 Way split boxes for console interconnectivity and networking</li> </ul>	1  1  1  2  3  2  1  2  1  1  1  1		
<b><u>Total</u></b>				
<b><u>VAT (only if VAT registered)</u></b>				
<b><u>Total Price incl/excl Vat</u></b>				

**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**  
**SUPPLY AND DELIVERY OF DIGITAL SOUND CONSOLES 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:	TENDER NO: MBTC 12/2023	CLOSING DATE:	12 December 2023	CLOSING TIME:	13:00
DESCRIPTION	SUPPLY AND DELIVERY OF DIGITAL SOUND CONSOLES FOR MANDELA BAY THEATRE COMPLEX				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT ( <i>STREET ADDRESS</i> )					
Mandela Bay Theatre Complex – Ground Floor (in the Tender box)					
Corner John Kani Road and Winston Ntshona Street					

<b>Gqeberha</b>					
<b>6000</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Ms C Skosana</b>		CONTACT PERSON	<b>Mr T Sonjica</b>	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<b>suppliers@mandelabaytheatre.co.za</b>		E-MAIL ADDRESS	<b><a href="mailto:toto@mandelabaytheatre.co.za">toto@mandelabaytheatre.co.za</a></b>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

## PART B

### 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](http://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**

**SUPPLY AND DELIVERY OF DIGITAL SOUND CONSOLES FOR MANDELA BAY THEATRE COMPLEX**

**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**

**SUPPLY AND DELIVERY OF DIGITAL SOUND CONSOLES FOR MANDELA BAY THEATRE COMPLEX**

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

The nomination of works or services, preferably of a similar nature to the works/services 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.

**Failure to comply with either of these requirements shall lead to disqualification.**

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

SIGNATURE.....

DATE.....

**MANDELA BAY THEATRE COMPLEX**

**SUPPLY AND DELIVERY OF DIGITAL SOUND CONSOLES FOR MANDELA BAY THEATRE COMPLEX**

**DATA SHEET 4: SCHEDULE OF RESOURCES**

Tenderers are required to submit details of their management, office and supervisory resources, office facilities, full-time work-force and equipment.


SIGNATURE.....

DATE.....

## MANDELA BAY THEATRE COMPLEX

### SUPPLY AND DELIVERY OF DIGITAL SOUND CONSOLES FOR MANDELA BAY THEATRE COMPLEX

#### DATA SHEET 5: DECLARATION OF INTEREST

### **BIDDER'S DISCLOSURE**

#### **1. PURPOSE OF THE FORM**

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

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

#### **2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

---

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the

---

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

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

### SUPPLY AND DELIVERY OF DIGITAL SOUND CONSOLES FOR MANDELA BAY THEATRE COMPLEX

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

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

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

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

#### **1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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



- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>B-BBEE CONTRIBUTION LEVEL</b>	<b>Points</b>	
<b>1</b>	10	
<b>2</b>	9	
<b>3</b>	7	
<b>4</b>	6	
<b>5</b>	4	
<b>6</b>	3	
<b>7</b>	2	
<b>8</b>	1	
Non-compliant contributor	0	
<b>LOCALITY</b>	<b>10</b>	
Based in Nelson Mandela Bay Metro	10	
Based in Eastern Cape	8	
Based in neighbouring provinces	6	
Based in other provinces	4	
Outside RSA	2	

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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**THE MANDELA BAY THEATRE COMPLEX**

**SUPPLY AND DELIVERY OF DIGITAL SOUND CONSOLES FOR MANDELA BAY THEATRE COMPLEX**

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

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

\* Delete if not applicable

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

**\*YES / NO**

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

.....  
.....

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

**\*YES / NO**

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for services towards any organ of state 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

**THE MANDELA BAY THEATRE COMPLEX**

**SUPPLY AND DELIVERY OF DIGITAL SOUND CONSOLES FOR MANDELA BAY THEATRE COMPLEX**

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

As required in terms of this document, I/we attended the non-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 Services 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 Sir,

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 Services in conformity with the Specifications, Conditions of Contract, Tender and Legislation 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 **INCLUDES 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 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 entity 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

Please attach hereto a scanned copy of the  
tender document on USB Flash Drive

GENERAL CONDITIONS OF CONTRACT

Please attach hereto signed and initialled General  
Conditions of Contract