

MANDELA BAY THEATRE COMPLEX



SUPPLY CHAIN MANAGEMENT

Cnr John Kani Rd and Winston Ntshona Street, Gqeberha, 6000
Tel: 069 831 8200

TENDER NO: MBTC-SCM/T03/2026

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

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

Tender submissions must be emailed to scm@mandelabaytheatre.co.za. The subject line must clearly state: TENDER NO. MBTC-SCM/T03/2026
Late submissions will not be accepted.

Tenderers remain responsible for ensuring successful delivery of their submissions before the closing date and time.

TABLE OF CONTENTS

TENDERERS PLEASE NOTE:.....	3
TENDER NOTICE	6
1. DOCUMENTS	12
2. COMPULSORY SITE INSPECTION/TENDER BRIEFING MEETING	12
3. SUBMISSION OF TENDERS	12
4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR MBTC EMPLOYEES.....	12
5. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)	13
6. TAX CLEARANCE CERTIFICATE REQUIREMENTS	13
7. RATES	14
8. INCOMPLETE TENDERING.....	14
9. ACCEPTANCE OF ANY TENDER	14
10. DOMICILIUM CITANDI ET EXECUTANDI	14
11. DATA SHEETS	15
12. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE	15
13. APPEALS AND/OR OBJECTIONS	15
14. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022.....	15
15. JOINT VENTURE AGREEMENTS AND CONSORTIUMS.....	16
16. ADJUDICATION CRITERIA.....	16
17. COMBATIVE TENDERING	16
18. CESSION AGREEMENTS	16
LEGISLATION.....	18
1. GENERAL	18
2. THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COIDA)	18
3. THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)	18
4. BASIC CONDITIONS OF EMPLOYMENT ACT, 1997 (ACT NO. 75 OF 1997)	18
5. THE INCOME TAX ACT (ACT 58 of 1962)	18
6. THE VALUE ADDED TAX ACT (ACT 89 of 1991)	19
7. NON-COMPLIANCE	19
DEFINITIONS	20
SPECIFICATION.....	21
1. SITE / BRIEFING MEETINGS	32
2. PLACE OF DELIVERY AND DELIVERY PERIOD	32
3. INSURANCES REQUIRED	32
4. COMPLIANCE WITH RESPECTIVE LEGISLATION, BYLAWS, ETC.....	33

5. SERVICE LEVEL AGREEMENT	33
6. SECRECY OF INFORMATION	33
7. COUNCIL'S LIABILITY AND INDEMNITY	33
8. ASSIGNMENT AND SUBLETTING	33
9. LAW TO APPLY	34
10. PATENT RIGHTS.....	34
11. SEQUESTRATION OR SURRENDER OF BIDDER'S ESTATE.....	34
12. CONTRACT TO BE IN CONFORMITY WITH BY-LAWS AND ANY OTHER APPLICABLE LAWS..	34
PRICING SCHEDULE.....	35
DATA SHEET 1: INVITATION TO BID DOCUMENT	36
DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT.....	39
DATA SHEET 3: STATEMENT OF PREVIOUS EXPERIENCE	40
DATA SHEET 4: SCHEDULE OF RESOURCES.....	41
DATA SHEET 5: DECLARATION OF INTEREST.....	42
DATA SHEET 6: PREFERENCE POINT CLAIM FORM	45
DATA SHEET 7: DECLARATION FOR PROCUREMENT ABOVE R1 MILLION (ALL APPLICABLE TAXES INCLUDED)	50
CERTIFICATION	51
DATA SHEET 8 – TENDER BRIEFING/SITE INSPECTION CERTIFICATE.....	52
SITE INSPECTION CERTIFICATE	52
TENDER FORM.....	53
TAX CLEARANCE CERTIFICATE.....	55
CIPC REGISTRATION CERTIFICATE.....	56
CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT.....	57
GENERAL CONDITIONS OF CONTRACT	58

TENDERERS PLEASE NOTE:

Tenderers are advised to examine the tender document carefully. Should any pages be missing, duplicated, unclear, ambiguous or contain obvious errors, Tenderers shall immediately notify the Supply Chain Management Unit and have such matters rectified.

No liability shall be incurred by the Mandela Bay Theatre Complex arising from a Tenderer's failure to comply with this requirement.

The Tender Notice appeared on e-tender portal on **Friday, 25 September 2026**. The tender closes at **11h00 on Friday, 30 October 2026**.

THE MANDELA BAY THEATRE COMPLEX

DOCUMENTS TO BE SUBMITTED

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:

- a) A valid B-BBEE certificate or sworn affidavit shall be submitted for preference point allocation purposes (Supporting evidence only).
 - b) A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
 - c) Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.
1. Checklist documents to be completed and attached to the proposal.
 2. 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.

3. No late quotations / bids will be accepted.
4. MBTC reserves the right to award the tender in whole or in part, or to withdraw the tender/bid, subject to applicable procurement legislation and prescripts.
5. Bidders are not required to have a local office within the Nelson Mandela Bay Metropolitan Municipality at the time of bid submission. However, the successful bidder shall establish and maintain a fully functional local office within the municipal area within thirty (30) calendar days of contract award and for the duration of the contract.

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

Name of Tenderer : _____

Signature : _____

Date : _____

TENDER NOTICE

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

Tender documents will be made available to tenderers on **Friday 25 September 2026**.

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.

Proposals 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 Evaluation

Minimum qualifying threshold: **70 points out of 100**

Only bidders achieving the minimum threshold proceed to Stage 3.

Stage 3: Price and Specific Goals

The tender shall be evaluated in accordance with the Preferential Procurement Regulations, 2022.

Criteria	Points
Price	80
Specific Goals	20
Total	100

MANDATORY REQUIREMENTS (STAGE 1)

Item	Description	Action to be taken	Checked, Verified &submitted
1.	Proof of Public Liability Insurance	The bidder must provide valid public liability insurance minimum cover R20 Million .	
2.	Professional Indemnity insurance	Minimum cover R10 Million	
3.	Fidelity Guarantee insurance	Minimum cover R5 Million	
4.	Letter of Good Standing – Compensation Fund	A valid Letter of Good Standing from the Compensation Fund must be submitted.	
5.	Bid Invitation	Original Tender document	
6.	Professional Registration	Proof of SAFMA Membership OR equivalent Facilities Management professional accreditation.	

Bidders who fail to meet any mandatory requirement will be disqualified and will not proceed to the functionality, price and specific goals evaluation stages.

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

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

Description of Quality Criteria and Sub-criteria	Total										
Total Functionality	100										
<u>Methodology</u> - Understanding of the manner in which the bidder intends to satisfy the requirements established in this scope of work (Structural, Civil, Electrical, Project Management, Stage services, Health and Safety). – 10 Points - Proposed structural organogram and action plan for the implementation of the works. - 10 Points - Incorporate the rules and regulations that go with renovations and maintenance of heritage buildings. – 10 Points - The plan must include details of the IT system that will be used in the execution of the TFM services – 10 Points Scoring Matrix <table border="1"> <thead> <tr> <th>Score</th><th>Description</th></tr> </thead> <tbody> <tr> <td>10</td><td>Detailed and exceeds requirements</td></tr> <tr> <td>7</td><td>Meets all requirements</td></tr> <tr> <td>4</td><td>Partially meets</td></tr> <tr> <td>0</td><td>Does not meet</td></tr> </tbody> </table> Non-Compliance of any of the criteria above will result in scoring 0 points	Score	Description	10	Detailed and exceeds requirements	7	Meets all requirements	4	Partially meets	0	Does not meet	40
Score	Description										
10	Detailed and exceeds requirements										
7	Meets all requirements										
4	Partially meets										
0	Does not meet										
<u>Qualification and experience of key staff to be involved (2-page cv)</u> - Qualification and professional registration with ECSA or SACAP or SACQSP or PMSA or equivalent ` as per requirements in the building environment / engineering or construction industry. - For each professional listed above the following criteria will apply: 10 years or more experience with a Degree/B-tech Qualification and professional registration in building environment or engineering or construction industry or Project Management as listed above = 30 Points 6 to 9 years' experience with a Degree/B-tech Qualification and professional registration in building environment or engineering or construction industry or Project Management as listed in bullet 1 above =20 points 3 to 5 years' experience with a Degree/B-tech Qualification and professional registration in building environment or engineering or construction industry or Project as listed in bullet 1 above= 10 points 1-2 years' experience with a Degree/B-tech Qualification and professional registration in building environment or engineering or construction industry or Project Management as listed in bullet 1 above = 5 points 0 years' experience with a Degree/B-tech Qualification and professional registration in building environment or engineering or construction industry or Project Management as listed in bullet 1 above = 0 Points Average score of nominated key experts will be applied.	30										

<u>Company Experience on similar projects (Provide Relevant reference letters for each project)</u> Number of Completed Similar Projects: • The Service Provider shall demonstrate experience in successfully completing five (5) or more similar projects for public sector institutions = 30 Points • 3-4 Completed Similar Projects for public sector institutions = 25 Points • 2 Completed Similar Projects for public or private sector institution = 20 Points • 1 Completed Similar Projects for public or private sector institution = 10 Points • 0 Completed Similar Project = 0 Points Each reference letter must include: • Name of the organisation. • Contact person details. • Contract amount (Include award letter if contract amount is not on the letter). • Work performed and dates when work was performed. • Reference letters must be on the Company's letterhead with contact information. No points will be allocated without reference letters.	30
	100

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

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

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

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) Youth (61 - 99% ownership) Youth (31 - 60% ownership) Youth (1 - 30% ownership) Youth ownership 0%	4 3 2 1 0	
Women (100% ownership) Women (61 - 99% ownership) Women (31 - 60% ownership) Women (1 - 30% ownership) Women ownership 0%	4 3 2 1 0	
Black 100% ownership) Black (61 - 99% ownership)	4 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

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

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

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

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 MBTC 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 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 qualifying 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 OR Central Supplier Database report.

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

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

7. RATES

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

8. INCOMPLETE TENDERING

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

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

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

9. ACCEPTANCE OF ANY TENDER

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

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

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

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 shall 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 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:

- 15.1 Original valid Tax Clearance Certificates or a Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium.
- 15.2 All parties of the Joint Venture/Consortium must submit signed copies of the Declaration of Interest Form and The Preferential Procurement Claim form
- 15.3 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
- 15.4 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. 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. THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COIDA)

- 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. 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. BASIC CONDITIONS OF EMPLOYMENT ACT, 1997 (ACT NO. 75 OF 1997)

- 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. 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. 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. 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.

7.1 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 Accounting Authority

"MBTC" means The Mandela Bay Theatre Complex.

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

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

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

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

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

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

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

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

"SARS" means the South African Revenue Services.

THE MANDELA BAY THEATRE COMPLEX

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

SPECIFICATION

TOTAL FACILITIES MANAGEMENT SERVICES Terms of Reference (“TORs”):

1. SCOPE OF WORK:

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

1.1 Scope Summary

- Condition Assessment
- Building Maintenance and Repairs
- Building Upgrades
- Cleaning and janitorial services
- Landscaping and Grounds Maintenance
- Security and Surveillance Services
- Energy Management and Conservation
- Waste Management
- Stage Management Services
- Fencing of Premises
- Fleet and ancillary management
- Institutional Branding

1.2 Phase 1: Mobilisation (0-3 Months)

1.2.1 Condition Assessment

The appointed Professional Service Provider shall be responsible for:

- Undertaking the comprehensive Conditions Assessment of all the facilities and infrastructure (movable inclusive) of the Mandela Bay Theatre Complex to determine their state and assess the maintenance, repair, replacement and or replenishment requirements thereof.
- The development of bills of quantities for each of the works identified resulting from the Conditions Assessment and attach a financial estimate for implementation;
- The development of the individual maintenance plans, including both planned and unplanned maintenance, for specific to each of the Mandela Bay Theatre Complex facilities and infrastructure.
- The development of the Lifecycle Plans of each individual facility and all infrastructure of the Mandela Bay Theatre Complex

- The development of the single point of contact for reporting, maintenance break down issues, dispatching maintenance response, and tracking of the executing of maintenance orders in terms of completeness and quality
- The development of the comprehensive TFM service plan with costs and its implementation over the full contract period; and
- Monthly reporting on TFM services in terms of implementation and financial progress against the developed FM and maintenance plans
- Source and establish specialist service providers where none currently exist.

1.3 Phase 2: Service Establishment (3-6 Months)

The appointed Professional Service Provider shall be responsible the services mentioned below:

1.3.1 Building Maintenance and Repairs

Services shall include, but not be limited to:

General Building Maintenance

- Door and window repairs
- Locks, handles, hinges and associated hardware
- Roof maintenance and repairs
- Gutter and downpipe maintenance
- Repairs to walls, partitions and other structures

Plumbing

- Repair and maintenance of water supply systems
- Repair of leaking pipes, taps, toilets and valves
- Blocked drain clearance
- Repair and maintenance of drainage systems
- Water leak detection and rectification
- Maintenance of geysers and related equipment

Electrical Maintenance

- General electrical repairs
- Replacement of switches, sockets, lights and fittings
- Maintenance of distribution boards
- Fault finding and rectification
- Emergency electrical repairs
- Lighting maintenance, including internal and external lighting
- Maintenance of emergency lighting systems
- Compliance inspections where required

All electrical work shall be performed by appropriately qualified personnel and be supported by the required certificates of compliance.

All procurement decisions remain subject to MBTC SCM approval and PFMA requirements.

1.3.2 Building Upgrades and Refurbishments

Such works may include:

- Internal and external refurbishment
- Office and workspace improvements
- Repairs and upgrading of public areas
- Upgrading of bathrooms and ablution facilities
- Improvements to accessibility
- Repairs and upgrading of stage and backstage
- Repairs and upgrading of operational areas (Indoor and outdoor).
- Flooring, ceilings and partitioning upgrades
- Painting and decoration

No additional work outside the approved scope shall be undertaken without the appropriate written authorisation from MBTC.

1.3.3 Cleaning and Janitorial Services

The services may include:

- Daily cleaning of offices and administrative areas
- Cleaning of theatres, auditoria and public areas
- Cleaning of stage, backstage and operational areas
- Cleaning of kitchens, staff areas and refreshment areas
- Cleaning of ablution facilities
- Cleaning of passages, staircases and common areas
- Cleaning of windows and glass surfaces
- Dusting, sweeping, mopping and vacuuming
- Cleaning of high-touch surfaces
- Cleaning and sanitisation of sanitary facilities
- Replenishment of approved consumables
- Removal of litter and general waste
- Deep cleaning as required
- Cleaning before and after major events and productions
- Emergency cleaning following spills or incidents

The Service Provider shall supply appropriately trained cleaning personnel and ensure that sufficient staff are available during periods of increased operational activity.

Cleaning materials, equipment and consumables shall be of an acceptable quality and suitable for the surfaces on which they are used.

1.3.4 Landscaping and Grounds Maintenance

- Removal of weeds from landscaped areas, pathways, parking areas and other external spaces
- Clearing of leaves, branches, grass cuttings and other waste
- Maintenance of external walkways, paved areas and landscaped surroundings
- Safe disposal of green waste generated from landscaping activities
- Provision of all necessary labour, tools, equipment and consumables required for routine landscaping

1.3.5 Security and Surveillance Services

- Access control at designated entrances and exits
- Monitoring of persons, vehicles and deliveries entering and leaving the premises
- Guarding and protection of MBTC buildings, facilities and external areas
- Regular patrols of the premises, including buildings, parking areas and perimeter areas
- Monitoring of CCTV surveillance systems
- Identification and reporting of suspicious activities, security breaches, theft, vandalism and unauthorised access
- Incident and occurrence reporting
- Control and management of keys and access credentials where required
- Emergency response and escalation of security incidents
- Crowd and access management during performances, events and special functions
- Coordination with SAPS, emergency services and other relevant authorities when required
- Maintenance of security registers, visitor registers and incident logs
- Provision of appropriately trained, vetted and uniformed security personnel
- Compliance with all applicable South African security legislation and regulatory requirements

1.3.6 Energy Management and Conservation

- Regular inspection of lighting, electrical equipment and energy-consuming systems
- Identification and recommendation of energy-saving opportunities
- Implementation of approved energy-efficiency measures
- Monitoring of energy consumption trends and preparation of periodic reports
- Ensuring that lighting and other energy-consuming equipment are switched off when not required, where operationally appropriate
- Recommendations for energy-efficient lighting, equipment and systems
- Monitoring the energy performance of HVAC and other major energy-consuming equipment
- Supporting MBTC with energy conservation awareness initiatives

- Reporting energy-related faults, wastage and equipment inefficiencies
- Maintaining records of energy-saving initiatives and their outcomes

1.3.7 Waste Management

- Provision and placement of appropriate waste bins and receptacles
- Routine collection of general, recyclable and other designated waste
- Cleaning and maintenance of waste storage areas
- Removal of waste from offices, public areas, backstage areas, stage areas, kitchens and external premises
- Safe handling and disposal of waste generated during performances and events
- Management of bulky waste and other approved waste streams
- Coordination with authorised waste disposal and recycling facilities
- Maintenance of waste collection records
- Prevention of illegal dumping and uncontrolled accumulation of waste
- Compliance with applicable environmental, health and safety requirements
- Provision of emergency waste-clearing services where required following events or incidents

1.3.8 Stage Management Services

The Service Provider shall provide comprehensive stage management services for MBTC.
The services may include:

- Provision of extra and specialised stage personnel during events
- Setting standard for safety checklist
- Arrange for the rectification of the identified issues
- Provision of sets and properties for stage productions
- Provision of costumes and makeup services for productions
- Provision of electrical support for stage operations/emergencies where required for a production or event
- Ensuring compliance with applicable occupational health and safety requirements.
- Provision of stage services disposables, gear and equipment

1.3.9 Fencing of Premises

The Service Provider shall provide the following services for MBTC:

- Fix Fencing around the building for security purposes
- Routine inspection of fences, gates, barriers, and access control points.
- Repair and maintenance of damaged fencing, gates, locks, and security barriers.
- Replacement of worn, corroded, or vandalized fence components.
- Ensuring perimeter fencing complies with safety, security, and regulatory requirements.
- Management of contractor services related to fencing installations and repairs.

1.3.10 Institutional Branding

The Service Provider shall provide the following services for MBTC's infrastructure and paraphernalia:

- Ensure that application of approved branding is in accordance with MBTC corporate identity and brand guidelines
- Supply and installation of approved internal and external building signage
- Ensuring that branding materials are suitable for the relevant indoor or outdoor environment
- Ensuring that installations are secure, durable and professionally finished
- Compliance with applicable MBTC requirements and building regulations where relevant
- Production of MBTC branded materials (banners, backdrops, posters, flyers, pull-up banners and other approved promotional materials)
- Branding of vehicles, equipment and other movable assets

No work outside the approved scope shall be undertaken without the appropriate written authorisation from MBTC.

1.3.11 Fleet and ancillary management

The Service Provider shall provide the following services for MBTC's fleet management:

- Ensures timely servicing of MBTC fleet
- Ensures fleet remain roadworthy and compliant
- Ensures ancillary services which include yet not limited to bars, liquor licence and copyright are compliant

All procurement decisions remain subject to MBTC SCM approval and PFMA requirements.

2. Work Plan

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

3. Functions to be performed

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

3.1 Conducting Condition Assessments

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

templates. These templates will be made available to the appointed PSP with the information that needs to be updated.

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

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

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

3.2 Developing Maintenance Plans

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

The plans must include the following:

- Infrastructure Facility Identification, Description, Location and User.
- Responsible Facility Manager and contact information.
- Identified maintenance needs and their estimated budget requirements according to the following different categories:
 - **Planned Maintenance**
 - Preventative/Routine Maintenance, which may include but not limited to; servicing of air conditioners; routine maintenance of lifts and fire hydrants, regular checking of sewerage pipe leaks, replacement of old roofing, replacement of light bulbs, water pipes, leaking taps, landscaping maintenance and general cleaning.
 - Major Scheduled Maintenance.
 - Condition Based Maintenance.
 - Backlog Maintenance.
 - Statutory Maintenance; and
 - Periodic Maintenance.
 - **Day to Day Maintenance**
 - Emergency Maintenance.
 - Minor Repairs; and
 - Minor New Works.
- Major Facility Component breakdown so as to allocate the identified maintenance need appropriately.
- Maintenance budget requirement responsibility between DSAC and the Mandela Bay Theatre Complex.

- Planned date of completion of the identified maintenance need; and Maintenance prioritisation according to agreed criteria.

3.3 Development of Life-Cycle Plans

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

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

4. Development of a TFM Service Plan and Implementation

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

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

- Providing monthly report on TFM Services provided with corresponding financials and statistics
- Infrastructure Development Plan
- Shareholder Compliant Facilities Quarterly Reports

5. Establishing the Facility Management Contact Centre

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

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

6. Information Management System

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

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

7. Required Expertise and Experience

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

- Good knowledge of the PFMA;
- Good knowledge of infrastructure planning and GIAMA;
- Understanding of public finance management and particularly of budgeting processes;
- Experience in infrastructure planning, budgeting, designing, managing and administration of projects and programmes, including human, technical and financial aspects of public sector projects;

- Total Facilities Management Information Management Systems;
- Good understanding of and the ability to implement programme management tools and practices; and
- Good communication, facilitation and leadership skills and the ability to influence people.
- Experience and understanding of heritage and programme planning and mandatory compliance with:
- National Heritage Resources Act
- Heritage approvals where required for alterations to theatre infrastructure.

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

8. TIME FRAMES

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

9. ASSIGNMENT COST

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

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

Table 1: Pricing Schedule

Ref	Deliverable	Professional	Hours	Rate	Total
1	Condition Assessments				
1.1		Quantity Surveyor	120		
1.2		Civil/ Structural Engineer	120		
1.3		Mechanical/Electrical Engineer	120		
1.4		Architect	120		
A	Sub-total per deliverable		480		
2	Maintenance & Life-cycle Plans				
		Quantity Surveyor	120		
		Civil/ Structural Engineer	65		
		Mechanical/Electrical Engineer	65		
		Architect	65		
B	Sub-total per deliverable		315		
3	TFM Service Plan & Contact Centre				
		Utilities and Facilities	120		
		Total Facilities Management Administrator	120		
C	Sub-total per deliverable		240		
Sub- Total (A+B+C)			850		
5	FM Service Plan Implementation		Estimate	Fixed professional fee Capped management fee Milestone-based payment	Total

		TFM Budget	R2 Million		
D	Sub-total per deliverable				
	Sub-total (A+B+C+D)				
	VAT (15%)				
	Total (Copy to offer)				

The amount of R2 million is provided solely for tender evaluation purposes and does not constitute a guaranteed expenditure commitment by MBTC.

10. Project participants' and company experience

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

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

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

1. SITE / BRIEFING MEETINGS

- 1.1. A compulsory site briefing session will be held at Corner John Kani and Winston Ntshona Street, Central, Gqeberha, on **14 October 2026 at 11h00**.
- 1.2. Attendance at the compulsory site briefing is a mandatory requirement. Only bidders who attend the compulsory briefing session and sign the official attendance register will be eligible to submit a bid for this tender.
- 1.3. A site briefing attendance register will be maintained by MBTC and will serve as the official record and proof of attendance. Bidders are therefore required to ensure that their authorised representative attends the briefing session and signs the attendance register.

2. 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. INSURANCES REQUIRED

- 3.1 Public liability insurance when undertaking a project(s) here cited in section on "Scope of Work".

4. COMPLIANCE WITH RESPECTIVE LEGISLATION, BYLAWS, ETC.

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

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

5. 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 reserves the right to verify supporting documents submitted by the bidder

6. SECRECY OF INFORMATION

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

7. 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. 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. 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. 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, trademarks 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. 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. CONTRACT TO BE IN CONFORMITY WITH BY-LAWS AND ANY OTHER APPLICABLE LAWS

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

THE MANDELA BAY THEATRE COMPLEX

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

PRICING SCHEDULE

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

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

SIGNED ON BEHALF OF THE TENDERER:

Name of Tenderer:

Name of Signatory:

Capacity of Signatory.....

SIGNATURE DATE.....

THE MANDELA BAY THEATRE COMPLEX

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

DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MANDELA BAY THEATRE COMPLEX					
BID NUMBER:	MBTC-SCM/T03/2026	CLOSING DATE:	30 October 2026	CLOSING TIME:	11:00
DESCRIPTION	PROPOSALS FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO PROVIDE TOTAL FACILITIES MANAGEMENT FOR MANDELA BAY THEATRE COMPLEX FOR A PERIOD OF THREE YEARS				
BID RESPONSE DOCUMENTS MAY BE EMAILED TO <i>SCM@MANDELABAYTHEATRE.CO.ZA</i>					
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 S. Maphinda	
TELEPHONE NUMBER	069 831 8200		TELEPHONE NUMBER	075 055 2885	
E-MAIL ADDRESS	scm@mandelabaytheatre.co.za		E-MAIL ADDRESS	siya@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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED AS					

SUPPORTING EVIDENCE FOR SPECIFIC GOALS.

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES

☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ 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

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

DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT

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

.....

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

Full Name of Signatory:

Capacity of Signatory:

Signature:

Date:

Witnesses: -

(1) Full Name:

Signature:Date.....

(2) Full Name:

Signature:Date.....

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

MANDELA BAY THEATRE COMPLEX

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

DATA SHEET 3: STATEMENT OF PREVIOUS EXPERIENCE

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

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

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

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

SIGNATURE.....

DATE.....

MANDELA BAY THEATRE COMPLEX

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

DATA SHEET 4: SCHEDULE OF RESOURCES

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

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

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

SIGNATURE.....

DATE.....

MANDELA BAY THEATRE COMPLEX

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

DATA SHEET 5: DECLARATION OF INTEREST

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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 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

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.

provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

THE MANDELA BAY THEATRE COMPLEX

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

DATA SHEET 6: PREFERENCE POINT CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

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:

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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

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

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

* Delete if not applicable

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

***YES / NO**

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

.....

.....

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

***YES / NO**

2.1 If no, this serves as confirmation that the bidder has no undisputed commitments for Total Facilities Management (TFM) services towards any entity for more than three (3) months, nor any outstanding payment obligations to any service provider that are overdue for more than thirty (30) days.

2.2

2.3 If yes, provide particulars.

.....

.....

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

***YES / NO**

3.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

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

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

.....
Signature

.....
Date

.....
Name of Bidder

.....
Position

DATA SHEET 8 – TENDER BRIEFING/SITE INSPECTION CERTIFICATE

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

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

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

NAME OF SERVICE PROVIDER : _____

SIGNATURE : _____

ADDRESS : _____

SITE INSPECTION CERTIFICATE

This will certify that _____ (Name)

Representing _____ (Firm)

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

_____ (Date)

SIGNED: _____

TENDER FORM

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

Dear Madam,

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

R _____

In Words _____

I/We confirm that the tendered prices are inclusive of all applicable taxes, including VAT where applicable.

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 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.....

ANNEXURE "A"

TAX CLEARANCE CERTIFICATE

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

ANNEXURE "B"

CIPC REGISTRATION CERTIFICATE

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

ANNEXURE "C"

CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT

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

ANNEXURE "E"

GENERAL CONDITIONS OF CONTRACT

Please attach hereto signed and initialled General Conditions of Contract