



ART 04/2025

APPOINTMENT OF A SERVICE PROVIDER FOR THE REPLACEMENT OF EXISTING SEATING IN THE
THEATRE AUDITORIUM

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE No.	
EMAIL	
NATIONAL TREASURY CSD NO. (MAAA.....)	

TOTAL TENDER PRICE Incl. 15% VAT

R.....

Tender Box Stage Door
Closing Date: 28 May 2025
Closing Time: 13:00 PM



ART 04/2025

GENERAL TENDER INFORMATION

TENDER CLOSING DATE : 28 May 2025 at 13:00 pm

TENDER SUBMISSION : Tender Box, Artscape Building 1-10
D.F. Malan Street, Stage Door, Cape Town

COMPULSORY BRIEFING SESSION: Yes

BRIEFING SESSION DATE : 14 May 2025 at 11:00 AM

VENUE : Artscape, 4th Floor Boardroom

ART 04/2025

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PREFACE INFORMATION

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (ARTSCAPE)

BID NUMBER:	ART 04/2025	CLOSING DATE:	28 May 2025	CLOSING TIME:	13H00 PM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE REPLACEMENT OF EXISTING SEATING IN THE THEATRE AUDITORIUM				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					

TENDER BOX, ARTSCAPE BUILDING 1-10, D.F. MALAN STREET, STAGE DOOR, CAPE TOWN

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	NATASJA PIETERSEN	CONTACT PERSON	MARIUS GOLDING
TELEPHONE NUMBER	021 410 9835/9800	TELEPHONE NUMBER	021 410 9800
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	natasjap@artscape.co.za	E-MAIL ADDRESS	mari-usg@artscape.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

PART B TERMS AND CONDITIONS FOR BIDDING

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 ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR 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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



1. BID NOTICE

Bid Number: ART 04/2025

Bid Description: APPOINTMENT OF A SERVICE PROVIDER FOR THE REPLACEMENT OF EXISTING SEATING IN THE THEATRE AUDITORIUM

Name of Institution: Artscape Theatre Centre

Place where goods, to be delivered: Artscape Theatre Centre, D.F. Malan Street, Foreshore, Cape Town

Closing Date/Time: 28 May 2025 at 13:00 pm

Enquiries:

Any enquiries regarding the bidding procedure may be directed to:

Natasja Pietersen

Supply Chain Manager

Tel number: 021 410 9835 /9800

Email: natasjap@artscape.co.za

Technical Enquiries

Mr Marius Golding

Tel number: 021 410 9800

Email: mariusg@artscape.co.za , cc natasjap@artscape.co.za

Where bids must be delivered:

Physical Address: Tender Box, Artscape Building 1-10, Stagedoor, D.F. Malan Street, Foreshore, Cape Town

The envelopes must be addressed to:

The Supply Chain Management Artscape and clearly marked **“APPOINTMENT OF A SERVICE PROVIDER FOR THE REPLACEMENT OF EXISTING SEATING IN THE THEATRE AUDITORIUM”**

Bidder must provide two (2) copies of his or her original bid and 1 Soft Copy on a Flash drive.

Tender No. ART 04/2025 with the Bidder's name below. Bidders are welcome to attend the opening of the bids immediately following the closing of acceptance of bids.

Where bid documents can be obtained:

Website: www.etenders.gov.za

Physical Address: Artscape Theatre Centre, D.F. Malan Street, Foreshore, Cape Town

This bid may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za or Artscape's website at www.artscape.co.za free of charge. Alternatively, this bid documents may be purchased at R250 (non-refundable) [inclusive of VAT] per set for those bidders that require a copy from Artscape rather than downloading from the website. Request for printed bid document must be made in advance prior to collection.

TENDER NUMBER	ART 04/2025
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Special Conditions:

Bids received will be evaluated in respect of the evaluation criteria as set out in the bid documentation and the **80/20** scoring principle as provided for in the Preferential Procurement Regulations, 2022. The Bidder must provide proof of registration on National Treasury's Central Supplier Database (CSD) which should reflect that the bidder is an active supplier, is tax compliant and is not a restricted supplier. www.csd.gov.za.

The bidder must complete all documents in full and submit these with the proposal.

2. CHECK LIST

ARTSCAPE SUPPLY CHAIN MANAGEMENT TENDER CHECKLIST

Item	Docu- ment Refer- ence	Description	Action to be taken	Checked, Verified & Submitted
1	SBD1	Invitation to tender	To be completed in full	
2		Tax clearance re- quirements	Submission of a valid original tax clearance cer- tificate	
3	SBD3.1	Pricing schedule – Firm prices	To be completed in full	
4	SBD4	Declaration of Inter- est	To be completed in full	
5	SBD6.1	Preference point claim form	To be completed in full	
6	SBD8	Declaration of bid- ders past Supply Chain Management Practices	To be completed in full	
7	SBD9	Certificate of Inde- pendent Bid Determi- nation	To be completed in full	
8	TOR	Terms of refer- ence/Specifications	To be read and applied	
9		Registered on the National Treasury Central Suppliers Da- tabase (CSD)	Provide the CSD Supplier Number starting with MAAA_____	
10	GCC	General conditions of Contract	Initial each page	



11		B-BBEE status level verification certificate	Submit a valid original B-BBEE certificate or a certified copy of a B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS View additional notes below: Note 1	
12		Company Profile	To be submitted with Bid Invitation	
13		Proposal and Price NB. Technical Threshold – 80%	To be compiled and submitted in line with the requirements of the Terms of Reference	
14		Standard Bid Documents (SBDs)	Hard Copy - 1 Original and one (1) copy Soft Copy - 1 on flash drive	
15		Sample	Submit with Bid document	

Additional Notes:

1. Broad Based Black Economic Empowerment (B-BBEE) rating level 3 or better to be submitted.
 - a) Trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
 - b). Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.
2. Checklist 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 initialing the change
6. No late quotations / bids will be accepted
7. Artscape reserves the right to award or not award the bid, or to partially award.

SIGNATURE(S) OF BIDDER(S) (DULY AUTHORISED)

.....

.....

NAME:

TITLE:

DATE:

TECHNICAL SPECIFICATION – TERMS OF REFERENCE (ToR)

3. INTRODUCTION

Artscape manages the Artscape Theatre Centre, a complex which belongs to the Provincial Government of the Western Cape. Artscape is a facilitator of stage performances, community arts activities, training programmes as well as audience development initiatives to sustain all forms of performing arts.

3.1 ARTSCAPE'S KEY MANDATE IS AS FOLLOWS:

- Artscape was declared a Cultural Institution in terms of Section 3 of the Cultural Institutions Act, Act 119 of 1998.
- Artscape is listed as a schedule 3A (National Institute) under the Public Finance Management Act, Act 1 of 1999.
- Artscape's objectives were gazetted in the Government Gazette number 25242, 1 August 2003.

3.2 PURPOSE

Artscape invites suitably qualified and experienced service providers to bid for the Appointment of a Service Provider for the Replacement of Existing Seating in the Theatre Auditorium.

3.3 BACKGROUND

The Theatre performance venue is booked out for theatre productions open to the public and host a maximum of 507 people seated. The Theatre is intensively used, delivering an average of 150 productions resulting in approximately 450 individual performances/events per year. The seating forms an essential part of the patrons' experience, it plays a key role in comfort, audience participation and aesthetics. Comfort of patrons is paramount as they may sit for extended periods of time. An uncomfortable seat is very distracting and even the greatest theatre show can be ruined by poor seating. If seating has too much wear and tear it can ruin the feeling and experience of the theatre. The ergonomics of the seat can thus significantly impact the overall experience. This makes it essential that we as a theatre deliver the best experience, from the performance to the theatre seating.

The width and height of the seats should be at the optimum level in terms of comfort and functionality. The seating in the Theatre auditorium had endured heavy use and is well overdue for replacement. The existing seats in the auditorium have more than 25 years in use and with continual usage over decades, the seating upholstery is showing signs of wear and tear and due its age the maintenance has been challenged by availability of spares for the auditorium seats to perform maintenance and repairs.

Due to the continuous use of the theatre venue and the age of the seating, more and more seats get broken. They are not conformable anymore and not inclusive to all people including persons with mobility challenges.

All information contained in this document or given by management or staff of Artscape is solely for the purpose of providing Service Providers with relevant information with which to complete and submit their proposals. The successful bidder will be evaluated from time to time on the following basis:

- I. Timeliness of service delivery;
- II. Quality of the service provided;
- III. Provision of services in compliance with clearly stated specifications;

3.4 SEATING CONFIGURATION

- The auditorium has a sloped floor, with level terraces for each row of seating, providing proper sightlines from the audience to the stage.
- The floor is terraced about one meter from front to back of each row.
- The rise at the back of each row is about 200mm (see images below). The seats are bolted to the face of the concrete risers.
- The venue has a continental seating configuration which means there is no center aisle, but adequate spacing between each row of seats when seats are in horizontal position or tilted up to allow for ease of passage
- There is booth installed approximately center of rows P and R at the back of the auditorium which accommodates sound operating equipment. See image below.



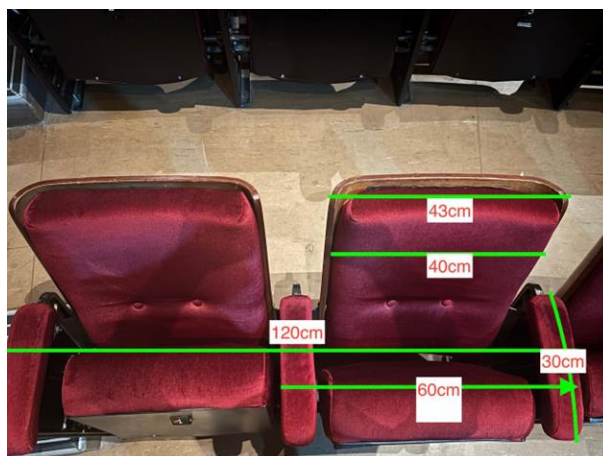
3.5 EXISTING SEATING INFORMATION

The theater auditorium has a total seating capacity 507 seats. The number of rows totals in 16 rows. The number of seats in each row is as follows: **Note there is no row marked I and Q.**

A	19	Removable – pairs of two (2); <i>Note that One seat at the end of this row is a single seat.</i>
B	24	Removable – pairs of two (2)
C	27	Fixed
D	30	Fixed
E	33	Fixed
G	37	Fixed
H	38	Fixed
J	37	Fixed
K	38	Fixed
L	39	Fixed
M	38	Fixed
N	39	Fixed
O	40	Fixed
P	34	Fixed
R	34 (x 32 fixed; x 2 re-movable)	Fixed – <i>Note that the first seat at the end of both sides of the row, left and right, is removable.</i>

3.6 SEATING DIMENSIONS

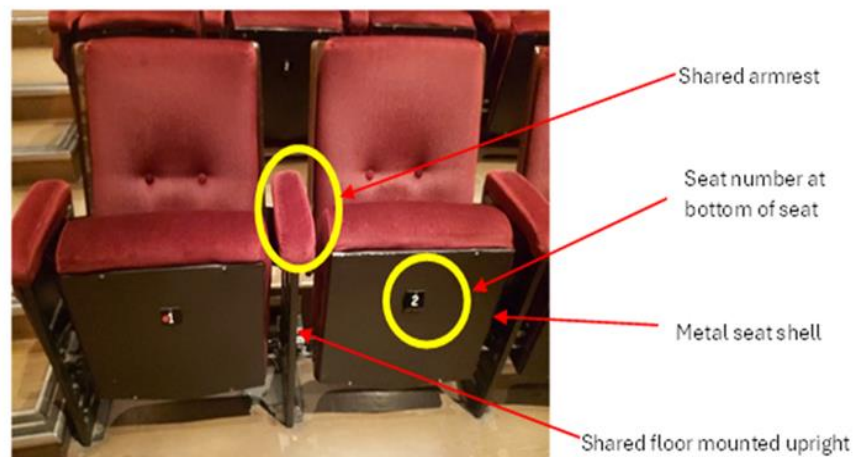
- The existing seating has the following **approximate** dimensions.
 - The top of the backrest from floor is 82cm high.
 - The back seat cushion is 40cm wide.
 - The top of the seat itself is 22cm from the floor
 - The seat cushion width is 30cm wide
 - The outer measurement from arm rest to armrest of single **fixed seating** is 60cm.
 - The outer measurement of armrest to armrest of two **fixed seat immediately next to each other** is 120cm.
 - The measurement between backrests of fixed seats next to each other is 12cm.
 - The outer measurement of backrest from seat to seat is 100 cm. The main framework of the seats is cast iron metal.



- Replaceable parts
 - The seat cushion is attached to the metal seat shell with Velcro.
 - The back cushion is attached to the wood contoured outer back with Velcro
 - The armrest is screwed from the bottom of the top part of structural support legs of seat into the wooden base of the armrest.
- Fixed seating is bolted to the **floating vinyl covered wooden floor installed on concrete**. The thickness of the wooden surface is approximately 44mm.
- The main framework of one seat form part of the framework of the seat immediately next to it as indicated on the image below, "fixed existing seating".



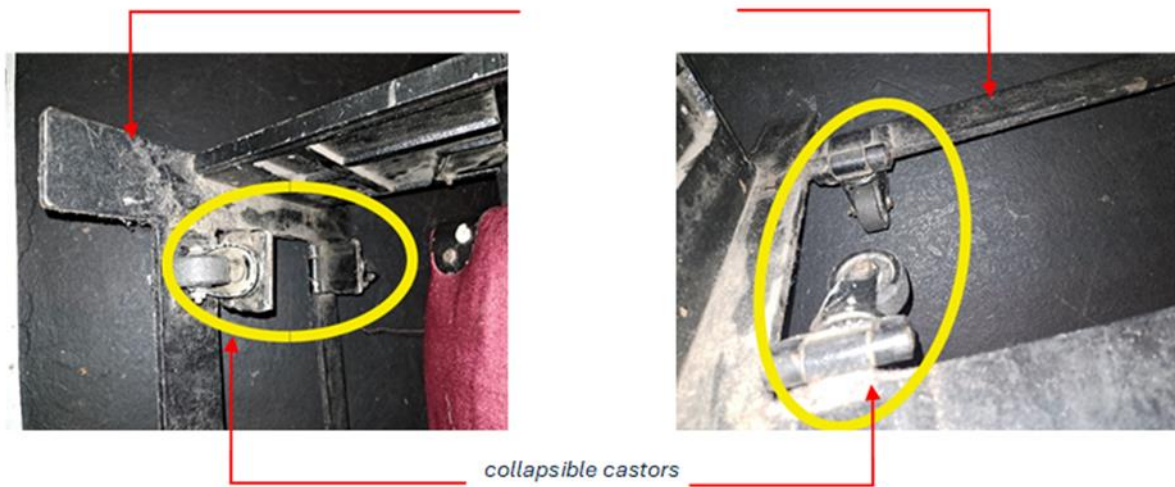
Fixed seating



- Removable seating:
 - All seats in rows A and B are removable
 - Seating is in pairs of two with collapsible casters on all four corners of the base of the seats. See images "base of removable seats" and "collapsible casters of seats rows A and B" below.
 - The pair of seats at both ends of row R is removable.
 - The base of Removable seats is constructed with 50mm wide x10mm thick flat iron. See image "Collapsible casters". Also see image "height of terrace".
 - The length of the steel pieces on the sides of the base measures 40cm. See image below.

- o The length of the of the steel pieces from the front and back of the floor mounted leg measures 110cm.

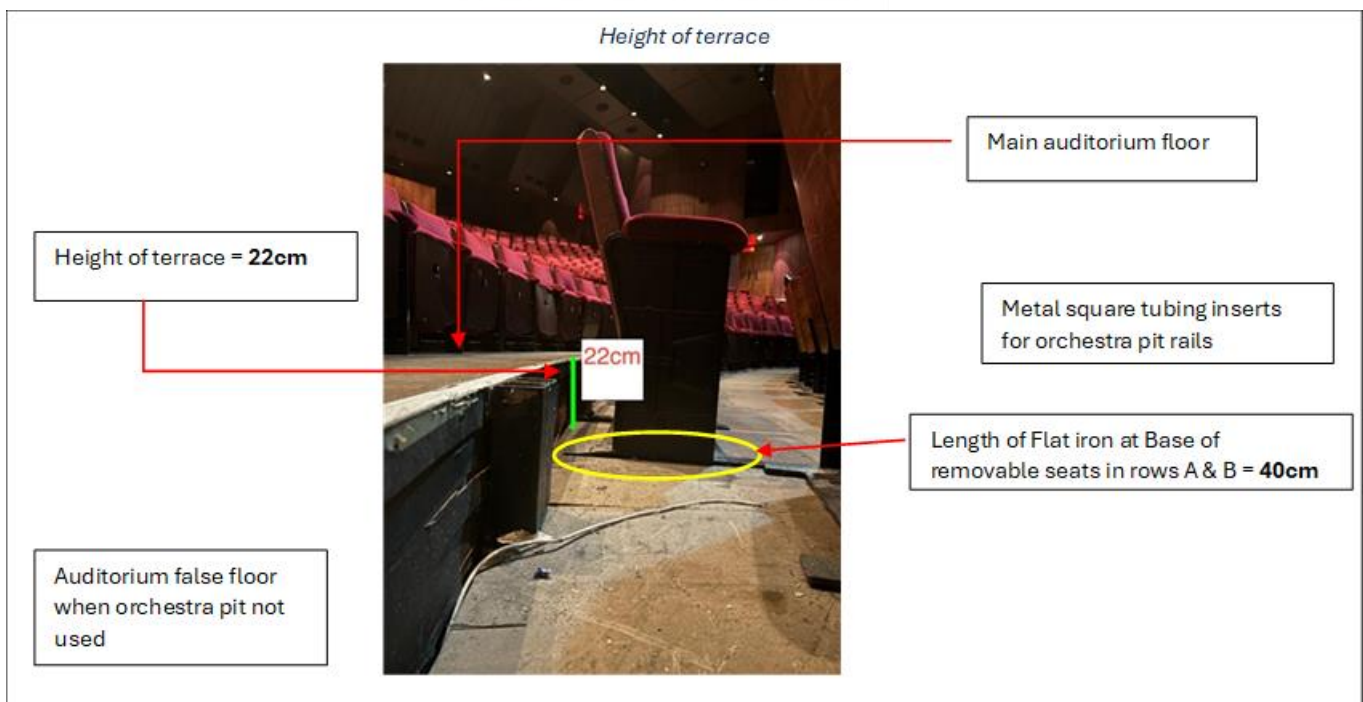
Collapsible castors at bottom of Removable seats



Base of Removable seat



Height of terrace

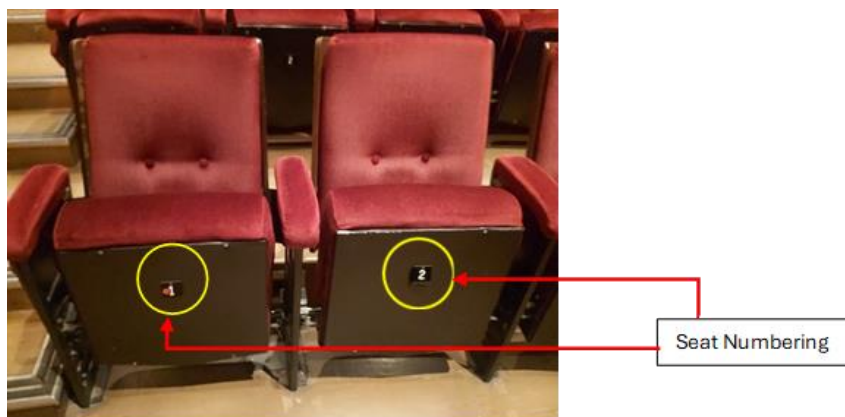


- Seating signage
 - There row numbering indicator plates on either side of each row and fixed to the wooden sides of the seat. An Aisle light is fitted above the numbering plate. See image below.

Side panel of seat



- All seats in each row are numbered and at the bottom of the seat.



- The sides of the seats on both ends of each row is wood cladded which follows the shape of the floor mounted upright. See image below.

Side panel of seat



Note that all information on the existing seating including dimensions are for your information only as to what is currently in place. We may have to go back with exact same size and spacing.

- The rows are curved across the room, but current radius is unknown (see images below). A Structural Drawing is attached. The current set up must be maintained along with gravity lift for the seat rising mechanism, not spring seat rising mechanisms and thicker 4" foam on seat and back.

Image 2: Curve of Auditorium seating



It is important to note that the auditorium is installed with an assistive listening system (loop system). The loop is routed behind the seats in each. See image below.

Image 7: Loop wiring conduit



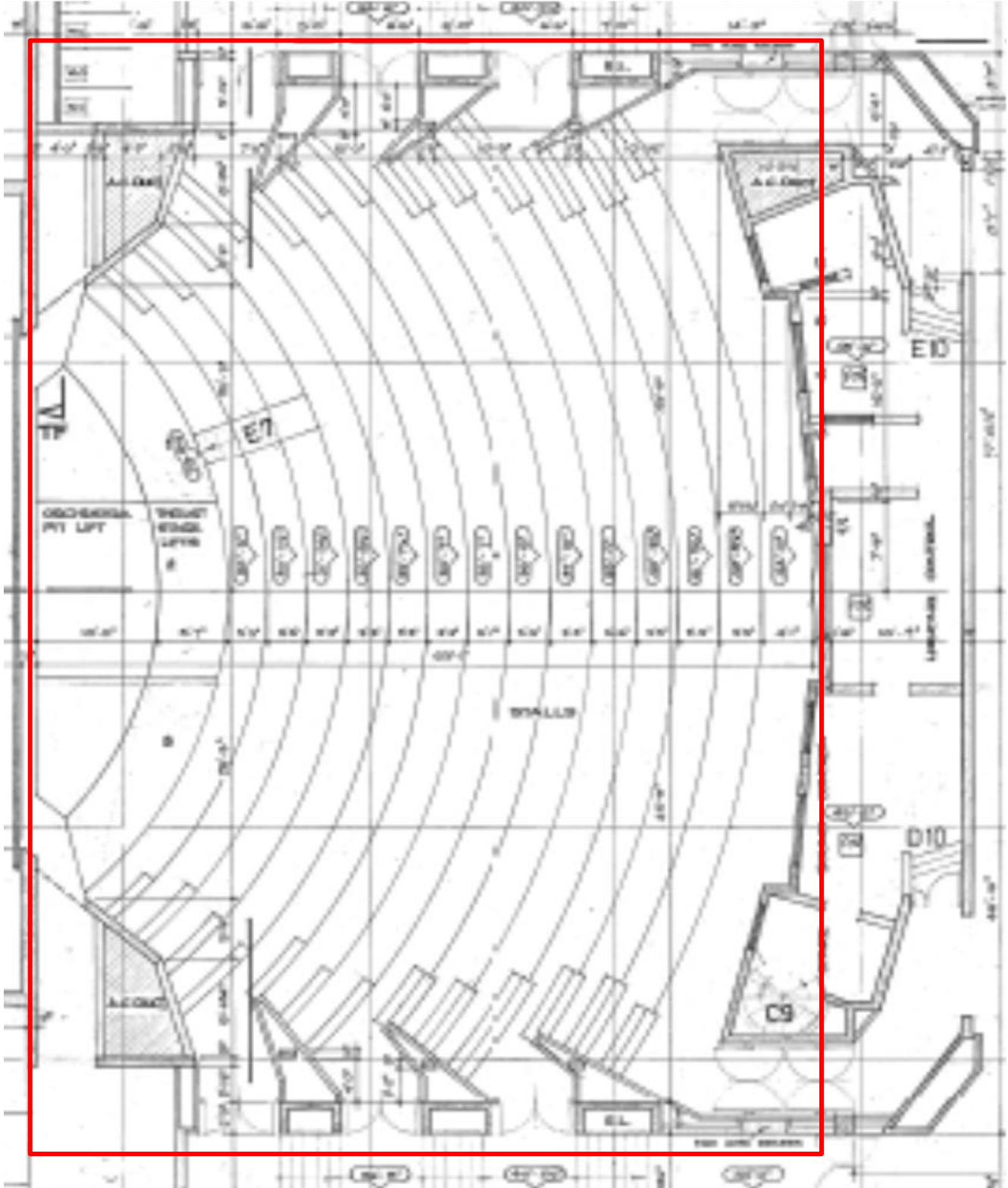
Conduit routed through the front of terrace to next terrace

Conduit with loop wire routed along the back of seats rows.



Structural layout of theater auditorium

NB! This drawing is NOT to scale



3.7 SCOPE OF WORK

The successful bidder would be required to perform the following work.

Artscape is seeking for a reputable and competent service provider to design, manufacture, supply, deliver and install new **507 high-end auditorium seats** in the Theatre performance venue that will be inclusive to all people and attract clientele not exclusively for theatre productions, but also suit other functions such as conferences, and institutional events.

3.8 COMFORT AND ERGONOMICS

Comfort of patrons is paramount. Attendees may sit for extended periods, so ergonomic design is essential to prevent discomfort and fatigue. Seats must have adequate cushioning, proper lumbar support, and a design that promotes good posture. The ergonomics of the seat can significantly impact the overall experience, making it a critical factor in the design of seating.

3.9 SEATING SPECIFICATION

The design of the seats should be similar to the design of the seating installed in the Opera House. See images below.



- Dimensions of seats:

Important to note that the new seating should be of the same dimensions as the existing seating and that the number of seats in each row should be same as existing seating.

 - Backrest/ back cushion width $\pm 40\text{cm}$
 - Width of two seats together - armrest to armrest $\pm 120\text{cm}$
 - Height of backrest from floor to top of backrest $\pm 80\text{cm}$
 - Width of seat $\pm 30\text{cm}$
 - Width of wooden contoured backrest $\pm 43\text{cm}$
 - Height of seat from floor to top of seat when reclined \pm
 - Outer measurement from armrest to armrest of single seat $\pm 60\text{cm}$
- Inner Back cushion assembly:
 - The inner backrest / cushion must be easily replaceable, no staples or glue should be needed
 - The inner backrest shall be high density Molded fire-resistant foam and designed with contoured lumbar support for extra comfort.
 - The foam should be cold molded polyurethane foam and should be between 70 and 100mm thick.
 - The upholstery fabric must be bonded to foam and attached through upholstery methods.
 - The back assembly must be mounted to the structural support legs / floor mounted up-rights.
- Outer backrest
 - The outer back rest of seats must be wood contoured similar to the outer backs of existing seats in the venue or similar to the seats in the Opera House auditorium.
- Seat cushion assembly.
 - Seat cushion must be easily replaceable.
 - The seat cushion foam shall be high density Molded Fire Resistant Foam.
 - The thickness of the foam shall be between 76 and 100mm.
 - Must be fitted with a minimum of 5 x 10 gauge serpentine springs to add comfort, support and longer life to the seat bottom and prevent sagging in seating.
 - The seat assembly must be constructed in High-grade cold-rolled steel, one-piece seat frame for structural integrity.
 - The upholstery fabric must be bonded to foam and attached through non-automated upholstery methods.
 - Bottom cover should be wooden type.
- Armrest
 - The armrest shall be made up of wood with waterfall-edge design.
- Seat return structure / Tilting mechanism:
 - The seat must be counterbalanced with a gravity lift to ensure an automatic return to vertical position when the seat is unoccupied. It should be maintenance-free and noiseless. No abnormal noises to be made by the seat during use (squeaking/ creaking etc.)
- The Structural support Legs or Floor mounted uprights:
 - Must be constructed of Strong steel and Electrostatic powder coat finish.
 - The seat shells (bottom of upholstered seat) must be metal.
- Coating of metal exposed components:
 - All Metal exposed components must be electrostatic powder-coat painted in black, to provide it with high durability and resistance against hits, scratches, humidity, chemical components, etc.
- Colour of upholstered fabric:
 - The fabric color of the seats needs to be burgundy / maroon matching the existing seat.



- Fabric must be of a high quality and velvet
- Fixed seating must be bolted to the floor.
- **Removable seats in sections of two must be provided in rows A, B and R and must be designed similar to existing removable seats in row A and B for easy turnaround maneuver' to accommodate mobility limited occupants must be provided.**
 - Removable seats must be fitted with collapsible castors at the base for ease turnaround maneuver. Castors must be of an appropriate size and of strong quality.
- Supply and install seating signage compliant with disabilities act
 - Row or indication letter plates **for end panels** with light source or aisle light indicating the order of the rows. Row light must a lighting fixture uses high brightness. It must provide glare-free, nonintrusive illumination of aisles. LED colors must be White or Warm White. **A sample must be provided for approval.**
 - Seat number plates indicating the seat number in each row. Plates must be fixed at the bottom of the seat and positioned in the centre and a 100mm from the front of the seat. The seat number must be white in colour and on black plate. **A sample must be provided.**

3.10 GENERAL REQUIREMENTS

- Compliance with relevant SANS standard.
- Seating must be tested for structural and acoustic properties. Relevant certification to be provided.
- All applicable laws and standards (local and specified international) must be adhered to.
- Seating should withstand the demanding theatre audience environment
- Bidders should inspect the quality of the wooden flooring and pre-drill the anchors. Note that the seats must be installed once vinyl flooring is installed.
- **Brochure of auditorium seats** to be submitted and including proposed design model.
- **Materials used should be fire-retardant treated**

3.11 SAMPLE SEATS

All bidders are to deliver at least one sample of the seat at the time of submitting bid documents. However, flexibility has been given of sample due date and interested bidder may submit their sample 3 days prior to the date of submission of the bid to Artscape. NO samples will be received after stipulated time and date of bid submission. The Supply Chain Manager of Artscape will be the consignee of receiving the seat sample. **The technical bid will be considered incomplete without a sample seat.** The sample will be an evaluation criterion of the technical bid. The unsuccessful bidder may take back their sample seat after finalization of the bid document with a request letter to the Supply Chain Manager of Artscape.

3.12 LED AISLE LIGHT

Bidders must provide the following information: Light size, Voltage, LEDs per fixture, Power per aisle, LED Color temperature, Operating fixture life Lumens per fixture and type of Wire.

3.13 PACKING

The Successful bidder shall provide such packing of the seating as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the seats final destination and the absence of heavy handling facilities at all points in transit.

3.14 GENERAL CONDITIONS

3.14.1 Compliance

Bidders are required to provide details of the performance criteria including seating durability tests or structural integrity tests used for the design and manufacturing of seating. The technical bid will be considered incomplete without this information.

3.14.2 Warranty

10 years Guarantee (wear and tear)

3.14.3 Spare parts

As specified, the Successful bidder may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Warranty such spare parts as Artscape may elect to purchase from the Successful bidder, provided that this election shall not relieve the Successful bidder of any warranty obligations under the Contract; and in the event of termination of production of the spare parts:

- (i) advance notification to Artscape of the pending termination, in sufficient time to permit Artscape to procure needed requirements;
- (ii) and following such termination, furnishing at no cost to Artscape, the blueprints, drawings, and specifications of the spare parts, if requested.

3.14.4 Time scale of project

Artscape made provision for the delivery, installation and commissioning of the new seating in 2025 as per the schedule below. Important to note that this project must be completed in this timeframe. Confirmed productions / events which cannot be cancelled or postponed are scheduled in the venue beyond this date.

Description	Date	No of days
Deliver seating to Artscape	28 - 29 July	2 days
Pre-assemble seats on site	30 July – 3 Aug	1 week
Install seats in auditorium	4 – 17 August	2 weeks
Completion – commissioning	18 – 31 August	2 weeks

All bidders must provide Artscape with a project time scale which should include design, manufacturing, delivery and installation of the seating from the date of receiving purchase order for this contract.

3.14.5 Delays in successful bidder's performance

Delivery of the seating and performance of services shall be made by the Successful bidder in accordance with the time schedule prescribed by Artscape in the Schedule of Requirements.

If at any time during performance of the contract, the successful bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the seats and performance of services, the successful bidder shall promptly notify Artscape in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the successful bidder's notice, Artscape shall evaluate the situation and may at its discretion extend the successful bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

3.14.6 Schedule of Requirements

Description	Quantity
Removable seats as follows with seat numbering at the bottom of the seat: <ul style="list-style-type: none"> • Row A x 19 • Row B x 24 • Row R x 25 as follows: LH side x 21; RH side x 4 	68
Fixed seating with seat numbering at the bottom of the seat	439
Row indicator (Aisle light - low voltage LED lights (alphabetical and capital) on each end of each row	32 (16 per side)
Attic stock	
Seats including cushion and bottom cover	20
Backrest including cushion and outer backrest	20
Armrest	20
Spare seat numbering: 1 - 40	2 sets
Spare row numbering: A - R	2 sets

EVALUATION CRITERIA

4. EVALUATION OF BIDDERS RESPONSE

Other than the criteria set below, the bidder must demonstrate that he/she complies fully with the technical requirements as per the specification.

All bid offers received must be evaluated based on the following criteria,

1. Gate 0 – Submission of Standard Bid Documents (SBDs);
2. Gate I – Compliance to the conditions of bid
3. Gate II – Evaluation Criteria- meeting the minimum threshold of the evaluation criteria (functionality),
4. Gate III – Price and preference points system as specified in the Preferential Procurement Regulations of 2022

4.1 FUNCTIONALITY CRITERIA

Functionality Evaluation Criteria Item:

80/20 Principal (Gate 2)

	Administrative Requirements/Compliance (Gate 1)	Weight
A.	<p>A1. It will be ascertained whether bids:</p> <ul style="list-style-type: none"> a) Include original tax Clearance certificates b) All standard bidding documents have been properly completed and signed off (SBD1, SBD 3.1 (Pricing), SBD 4, SBD 6.1, SBD 8 and SBD9), and c) Technical Proposal <p>Note: Non- compliance with the administrative requirements will render your bid non-responsive and will result in disqualification</p>	N/A
B.	Functionality (Gate 2)	100
B1. Experience	Contactable references for a minimum of three recent projects (not older than five (5) years) completed (of a similar nature) with a minimum value of R6 000	30

	<p>000.00. Each contactable reference is required to complete the Contactable Reference Form which is included as part of this tender document.</p> <p>Each relevant and positive reference received, to a maximum of five (5) will be allocated six (6) points.</p> <p>NB: No appointment letters or Purchase Orders from clients will be accepted as reference letters.</p>	
B2. Sample Seat	<p>Sample seat provided with tender submission will be assessed and evaluated for overall comfort, dimensions, practicality and suitability = 50 Points</p> <p>No sample seat provided = 0 Points</p>	50
B3. Spares	<p>Spare parts and after sales service available locally in South Africa = 10 Points</p> <p>Spare parts and after sales service not available locally in South Africa = 0 Points</p>	10
B4. Quality Control Procedures	<p>Submission of ISO 9001 certificate or similar industry standard certificate = 10 points</p> <p>No submission of ISO 9001 certificate or similar industry standard certificate = 0 points</p>	10
	Minimum qualification of 80% on functionality	
	BBBEE and Price (Gate 3)	
	BBBEE	20
	Price	80
	Total	100

Bidders who score less than 80% of the total points for functionality will be disqualified and will not be evaluated further. The bids that would have **achieved 80% or more from the Functionality Evaluation** will be further evaluated on gate III.

Gate 3



All remaining compliant proposals/quotations will be evaluated according to **80/20 preference point system**, as prescribed in the Preferential Procurement Regulations of 2022, where 80 points will be scored for price and the remainder 20 points for the suppliers' broad-based black economic empowerment status level (attach B-BBEE certificate).

a. PREFERENCE POINT SYSTEM

Preference Point System	Points Allocation
Price	80
B-BBEE status level of contribution	20
Total Points	100

Scoring the highest points will not result in automatic award of the contract. An oral presentation could be asked for from Bidders and these scores will also be taken into account.

CONTACTABLE REFERENCE FORM

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Name of Bidder (Service Provider)	
Contract Description	
Contract Value	
Contract Start Date	
Contract End Date	

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OVERALL PERFORMANCE

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Signature:	
Name:	
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5. GENERAL

5.1 TENDER FORMAT

Tender numbering format must be adhered to. Compliance or non-compliance with detailed information must be indicated per paragraph as per numbering format. If there are additional and/or alternative product options, every option/alternative proposal to an item, must be separately bid for in the form of a separate proposal, with a complete schedule and description. Deviations from specifications and technical brochures must be submitted where applicable. All documents submitted in response to this request for proposals will become the property of Artscape.

5.2 VALIDITY PERIOD

The proposal must remain valid for a period of 150 days.

5.3 CONTRACTUAL IMPLICATIONS

After awarding the bid, this proposal together with its bidder's terms, conditions and scope of works will constitute a binding contract between Artscape and the successful bidder. The successful bidder will assume total responsibility, regardless of any third party or subcontracting agreements it may enter into. Artscape has the right not to award the tender.

5.4 AWARDING OF CONTRACT

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 the Artscape Theatre Centre, 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. Artscape 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. Artscape may also request a demonstration, and bidders must comply with such a request within 24 hours.



STANDARD BID DOCUMENTS

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Bid Number: **ART 04/2025**

Closing Time **13:00 pm**

Closing date **28 May 2025**

OFFER TO BE VALID FOR.....150...DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-			
-	Required by:	
-	At:	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	
			*Delivery: Firm/not firm
-	Delivery basis	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

TENDER NUMBER

ART 04/2025



SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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.



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

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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National

TENDER NUMBER	ART 04/2025
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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



SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

TENDER NUMBER	ART 04/2025
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- (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 PREFERENCE POINT SYSTEMS

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

80/20

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

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 points is allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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 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 the 80/20 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 the 80/20 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 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 the 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-BBEE Status level 1 = 20 points	20	
B-BBEE Status level 2 = 18 points		
B-BBEE Status level 3 = 14 points		
B-BBEE Status level 4 = 12 points		
B-BBEE Status level 5 = 8 points		
B-BBEE Status level 6 = 6 points		
B-BBEE Status level 7 = 4 points		
B-BBEE Status level 8 = 2 points		
Non-compliant contributor = 0 point		

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;

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes	No
4.2.1	If so, furnish particulars:		



4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Position

.....

Date

.....

Name of Bidder



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

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2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” must include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as 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 consortium³ will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
8. 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 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.

10. 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.



.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)

TABLE OF CLAUSES

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35. Prohibition of restricted practices

General Conditions of Contract

1. Definitions

1. The following terms must be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the tender documents for the receipt of Tenders.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or



revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Tender will be manufactured.
- 1.17 “Local content” means that portion of the tender price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in tender documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service

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required by the contract.

- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the tender documents, the purchaser must not be liable for any expense incurred in the preparation and submission of a Tender. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to Tender are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

- 4.1 The goods supplied must conform to the standards mentioned in the tender documents and specifications.

5. Use of contract documents and information inspection

- 5.1 The supplier must not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person must be made in confidence and must extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier must not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 must remain the property of the purchaser and must be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so



required by the purchaser.

- 5.4 The supplier must permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder must furnish to the purchaser the performance security of the amount specified in SCC.
 - 7.2 The proceeds of the performance security must be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
 - 7.3 The performance security must be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tender documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
 - 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
- ## 8. Inspections, tests and analyses
- 8.1 All pre-tender testing will be for the account of the bidder.
 - 8.2 If it is a Tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises must be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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- 8.3 If there are no inspection requirements indicated in the tender documents and no mention is made in the contract, but during the contract period it is decided that inspections must be carried out, the purchaser must itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses must be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses must be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods must be held at the cost and risk of the supplier who must, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods must be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 must not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier must provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing must be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights must take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages must comply strictly with such special requirements as must be expressly provided for in the



contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. **Delivery and documents**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations must be made by the supplier in accordance with the terms specified in the contract.

11. **Insurance**

11.1 The goods supplied under the contract must be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. **Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this must be specified.

13. **Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service must not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, must be agreed upon in advance by the parties and must not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. **Spare parts**

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election must not relieve the supplier of any warranty obligations under the contract; and

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(b) in the event of termination of production of the spare parts:

- (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract must have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty must remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser must promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier must, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract must be specified.
- 16.2 The supplier must furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments must be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.



17. Prices

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

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services must be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier must promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser must evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension must be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must render the supplier liable to the imposition



of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser must, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

24. Antidumping and countervailing duties and rights

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



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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier must not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier must promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the contract as far as is reasonably practical, and must seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties must make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

28. Limitation of Liability

- 28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.



- 28.2 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties must continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser must pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

- 32.1 A foreign supplier must be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.



32.3 No contract must be concluded with any bidder whose tax matters are not in order. Prior to the award of a Tender SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract must be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof must be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary must be in writing, must also be in writing.

35. Prohibition of restricted practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.