REQUEST FOR QUOTATION
(RFQ: ART 001/2026)
For the
REFURBISHMENT at Artscape

For

REFURBISHMENT OF CLEANING STAFF ROOMS QUARTERS AT ARTSCAPE

Artscape was declared a Cultural Institution in terms of Section 3 of the Cultural Institutions Act (Act 119 of 1998). Artscape is a listed Schedule 3A Public Entity under the Public Financial Management Act, Act 1 of 1999.

1. INTRODUCTION

Artscape Theatre Centre is a complex that 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 to sustain all forms of performing arts.

Artscape seeks to appoint a reputable Building Contractor as required by National Treasury Regulations (NTRs) and the Public Financial Management Act (PFMA) through an open and competitive process so that it can realise the benefits of the strategic sourcing which includes, amongst others:

- Reducing the cost of effort and administration
- Minimising price inconsistencies
- Reducing inadequate contract management and service delivery

The parties will agree, provided an agreement can be reached to the mutual satisfaction of each in regard to matters such as the specifications of the works, the price to be paid therefore, the performance required and the delivery date.

2. SITE LOCATION FOR DELIVERY

DF Malan Street
Foreshore
CAPE TOWN
8001

3. PROGRAMME FOR THE SUPPLY AND DELIVERY

The following key dates are applicable to this contract:

- Awarding of proposal: **TBC**
- Issue an official order: **TBC**
- Estimate CIDB Contractor Grading**: 2GB or Higher**
- Delivery of service: **10 weeks (50 working days) from receipt of order**
- Terms of Payment: **30 days from date of acceptance of invoice or statement whichever is agreed upon.**

4. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

The bidder must register on the National Treasury's Central Supplier Database to do business with an organ of state or Artscape to award a bid or contract. Registering on the CSD (www.csd.gov.za) gives a bidder the opportunity to do business with all state organisations, including provincial and municipal levels. National Treasury Contact Details: 012 406 9222 or email csd.support@treasury.gov.za

SECTION 1: Process Description & Administrative Requirements.

1 Intent of the document

This Request for Quotation (RFQ) is intended to allow the successful bidder to specify and present their skills, expertise and price for the above-mentioned services to Artscape. Final acceptance of any quotations is not guaranteed; this is the exclusive right of Artscape, with the right to cancellation due to non–performance.

The purpose of this RFQ is to invite bidders for refurbishment of Cleaning Staff Room Quarters at Artscape.

The Service Provider will supervise and exercise proper control over its person nel and shall not hold Artscape liable for any loss or injury caused to said personnel. The Service Provider will seek to resolve any problems relating to its personnel in line with the laws of the country (e.g. Labour Laws).

2. Mandatory and Administrative Requirements

Pricing must be filled in on this document and can be supported by a separate proposal.
Detailed quotation and any additional information must accompany this signed Request for Quotation (RFQ).
Prices supplied should be fully inclusive of all costs; value added tax, delivery charges and other taxes.
Prices must be in South African currency.
Price summary supplied in this document is firm prices.
The service provider should have an office within 60 Km radius of Artscape Cape Town.
Quotations not complying with the Technical Specifications will not be considered.
Bidders not submitting mandatory returnable evaluation documents will not be considered for evaluation.
Proposals to sufficiently declare the relevant Local Content requirements as per SBD 6.2

ADMINISTRATIVE DOCUMENTS (M = Mandatory) Please Tick Applicable		
Certified BBBEE Certificate	M	YES/NO
SARS Tax Status Pin	M	YES/NO
Company Profile	M	YES/NO
CSD (Central Supplier Database) Proof of Registration (www.csd.gov.za)	M	YES/NO
Registered member of the NHBRC (National Home Builders Regulatory Council.	M	YES/NO
SBD 6.1	M	YES/NO
SBD 8	M	YES/NO
SBD 9	M	YES/NO
Completed Contractors Obligation (Annexure B)	M	YES/NO
Proof of Bidder Liability Cover	M	YES/NO
Resolution by the Bidder authorizing signatory	M	YES/NO
EVALUATION DOCUMENTS (Yes/No) Note: Compulsory to submit all returnable documents		
SBD 4	M	YES/NO
SBD 6.2 (Applicable industries)	M	YES/NO
Valid Letter of Good Standing issued by Compensation Commissioner OR COIDA certificate if a new company	M	YES/NO
A Portfolio of projects covering a similar scope and works (Restricted to a minimum of 3 projects) – Building Refurbishment /Renovations. The references must include the Value and duration of the contract.	M	YES/NO
Provide a schedule of work which indicates a project plan and timeline to meet the required deadline.	M	YES/NO
Documentation i.e ,CV confirming the qualifications & experience of suitably qualified staff, Building, plumbing, electrical, flooring and safety officer	M	YES/NO
Proof of address (a utility bill) to demonstrate primary place of business is based within 60km of Artscape, Cape Town has been provided.	M	YES/NO
Schedule of Sub-Contractors. The schedule must include Name, Function and Experience of the sub-contractor. Refer SBD 6.1	M	YES/NO

3 Quotation Submission

Quotations must reach Artscape before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

- RFQ No: ART001/2026

The RFQ for the refurbishment work must include costs for all manufacturing, materials, delivery, labour, site establishment, cleaning, ladders, scaffolding, equipment and profit to complete the works as specified. The contractor must ensure that all work performed and/or equipment used on site complies with the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations).

Description:	Refurbishment of Cleaning Staff Room Quarters
Compulsory Site Meeting:	19 November 2026 at 12h30 pm at Artscape, Foreshore, Cape Town (Stage Door Reception)
Closing Date and Time:	2 December 2026 at 13:00 pm
Closing Address:	DF Malan Street, Foreshore, Cape Town. (Tender Box at Stage door reception)

3.1 Quotations shall be submitted at the address mentioned above and below no later than the closing date of 2 December 2026 at 13:00 pm , during Artscape business hours.

3.2 Artscape business hours are between 08h00 and 16h30.

3.3 Where a quotation is not received by Artscape by the due date and stipulated place, it will be regarded as a late RFQ's. Late RFQ's will not be considered.

3.4 Artscape business hours are between 08h00 and 16h30.

3.5 Where a quotation is not received by Artscape by the due date, time and stipulated place, it will be regarded as a late RFQ's. Late RFQ's will not be considered.

3.6 Each proposal shall be valid for a minimum period of three (3) months calculated from the closing date.

3.7 All proposals are to be sealed. No open proposals will be accepted.

3.8 All proposals are to be clearly marked with the RFQ number and the name of the bidder on the outside of the main package.

3.9 All documentation to be included:

- **PART 1:** Technical Proposal: RFQ No. ART001/2026
- **PART 2**: Pricing Proposal, B-BBEE and other Mandatory Documentation:
- **RFQ No:** ART001/2026

3.10 Quotations submitted by companies must be signed by a person or persons duly authorised.

3.2 **Service and Activities Reports**

3.2.1 The contractor is expected to provide a project plan for Refurbishment works, which details the activities and completion dates of the various stages of works. The schedule should include number of days in a week that the contractor will on site to meet project completion date.

4. Awarding of Request for Proposal and Appointment of Bidder.

4.1 The contract will be awarded to the bidder who scores the highest total number of points during the evaluation process, except where the law permits otherwise.

4.2 Artscape will award the contract to qualified bidder(s)' whose proposal is determined to be the most advantageous to Artscape, taking into consideration the technical (functional) solution, price and B-BBEE & Local Content (Refer to SBD 6.2)

4.3 Awarding of bidders will be published on Artscape and National Treasury E -Tender website. Regret letters will be sent out to all unsuccessful bidders.

4.4 Appointment as a successful service provider shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement Artscape reserves the right to appoint an alternative supplier.

5 Evaluation Process.

5.1 Evaluation of quotations:

All quotations will be evaluated by an evaluation team for administrative compliance, functionality, price and B-BBEE. Based on the results of the evaluation process and upon successful negotiations, Artscape will approve the awarding of the contract to successful bidder.

5.2 Evaluation process will be followed.

- The first phase includes evaluation of elimination and technical criteria.
- The second phase includes the evaluation of price and B-BBEE status.
- Pricing Quotations will only be considered after the technical phase has been adjudicated and accepted. Only proposals that achieved the specified minimum qualification scores for functionality will be evaluated further using the preference points system.

- Preference points system:

  The 80/20 preference point system will be used where 80 points will be dedicated to price and 20 points to B-BBEE status.

5.3 **Pricing Quotations:**

5.3.1 Pricing quotations must be cross-referenced to the sections in the Technical Proposal.

5.3.2 Price needs to be provided in South African Rand (excl. VAT), with details on price elements that are subject to escalation and exchange rate fluctuations clearly indicated.

5.3.3 Only firm prices* will be accepted during the bid validity period. Non–firm prices** (including prices subject to rates of exchange variations) will not be considered.

6 Appointment of Bidder

6.1 Appointment as a successful bidder shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement Artscape reserves the right to appoint an alternative supplier.

6.2 Awarding of contracts will be announced on Artscape and National Treasury E-tender website we and regret letters will be sent to unsuccessful bidders.

7 Delivery Instructions for Bids.

7.1 **Delivery by Hand:**

If delivered by hand, the envelope is to be deposited in the Artscape Tender Box which is located at the Stagedoor Reception Area, DF Malan Street, Foreshore, Cape Town, 8001

7.2 **Despatches by Courier:**

If dispatch by courier, the envelope must be addressed as follows and delivered to the Tender Box and a signature obtained from the security or reception personnel.

Artscape
Stage door Reception Area
Tender Box
DF Malan Street
Foreshore
Cape Town
8001

7.3 Please note that this RFQ closes punctually at 13:00 pm on 2 December 2026. No late bids will be accepted.

7.4 If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE." This included bids that are delivered late.

7.5 No email or facsimile responses will be considered, unless otherwise stated herein.

7.6 The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.

7.7 Artscape shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received i.e.

pricing, delivery, etc. The names and locations of the Respondents will be divulged to other respondents upon request.

7.8 Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.

8 Communication.

8.1 Bidders are warned that a Quotation will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Artscape in respect of this RFQ between the closing date and the date of the award of the business.

8.2 For specific queries relating to this RFQ, Respondents must contact SCM Office in writing. In the interest of fairness and transparency Artscape response to such a query will then be made available to the other Respondents who have attended the compulsory site clarification meeting.

8.3 After the closing date of the RFQ, a Respondent may communicate with Artscape Supply Chain Management Section, at tenders@artscape.co.za on any matter relating to its RFQ proposal.

8.4 Respondents found to be in collusion with one another will be automatically disqualified and blacklisted from doing business with Artscape in future.

9 Bid Documentation Availability.

The RFQ documents are available from the National Treasury E-Tender website and Artscape website – www. artscape.co.za

SECTION 2: BACKGROUND

2.1 Background

Artscape has identified a need to improve its business operations to cater for the needs and expectations of its clients and employees. To achieve this, an efficient and effective technical and ergonomically infrastructure should be in place to enable core business to achieve the set objectives. Based on its technological competency, Operations Management is the internal business partner to provide such infrastructure and essential services. Due to the complex nature of some of designs, specifications and services, it is not possible to offer all needs in-house, hence the need to outsource to external service providers.

External Service Quarters.

SECTION 3: GENERAL SPECIFICATION

The bidders are expected to provide building refurbishment at our Artscape External Service Quarters. This must include the services of qualified staff to execute the work on time; no compromise for poor workmanship will be tolerated. This project will be for the External Service Quarters.

The RFQ for the refurbishment work must include costs for all manufacturing, materials, delivery, labour, site establishment, cleaning, ladders, scaffolding, equipment and profit to complete the works as specified. The contractor must ensure that all work performed and/or equipment used on site complies with the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations). Submit a Health and Safety File after site establishment.

Provide a project plan detailing the activities and works.

The contractor will be responsible for final measurements of all quantities before submission of the RFQ.

DESCRIPTION OF WORKS

3.7 Painting

Prior to painting the following the contractor must ensure that all electrical lights switches and outlet sockets isolated before removing covers. Drop sheet must be laid down at all times while painting. The contractor must ensure that all ladders and equipment used in good working condition. All paint, sealants and other consumables must be included in the price.

The following must be adhered to followed:
Remove all loose and flaking paint on all walls and ceilings.
Rack open crack son wall areas and repairs with Mendall 90 (Similar /Equivalent) .Fill open pipe holes with concrete. Plaster wall areas where necessary to a smooth surface finish using interior EZ skim.
Apply one coat of plaster primer to raw walls and repaired patches.
Apply 2 coats of Plascon (Similar /Equivalent) Wall & All to all ceilings.
Apply 2 coats of Plascon DoubleVelvet (Similar /Equivalent) to all walls. (colour to be confirmed)
Thoroughly sand all internal door and door frame using 80 grid sand paper, apply Multi surface primer and apply 2 coats of Velvaglo white (Similar /Equivalent).
Apply 2 coats of Plascon Woodcare Sunproof (Similar /Equivalent) (Teak) internal & external Meranti (Similar /Equivalent) door and door frame.

EVALUATION CRITERIA

The objective of the exercise is to evaluate the Quotations Section without reference to the Price Section ensuring both sections are evaluated fairly and unbiased.

	EVALUATION CRITERIA FOR EVALUATING BIDDERS RESPONSES		
	Selection Element	**Weight**	**Evaluation**
1	Evaluate Administrative Compliance	Yes/No	Evaluate that all required documents in the returnable document list have been provided YES/NO

	EVALUATION CRITERIA FOR EVALUATING BIDDERS RESPONSES		
	Selection Element	**Weight**	**Evaluation**
2	Evaluate Track Record and Previous Experience	60%	**40%:** Minimum 5 years' experience in completing 3 Projects of a similar nature. Previous and current clients reference letters indicating quality workmanship and on time completion of at least 3 projects completed). The value of the contracts/ projects rendered **50%** Minimum 6 years' experience in completing 5 Projects of a similar nature. Previous and current clients reference letters indicating quality workmanship and on time completion of at least 5 projects completed). The value of the contracts/ projects rendered. **60%** More than 7 years' experience in completing 7 Projects of a similar nature. Previous and current clients reference letters indicating quality workmanship and on time completion of at least 7 projects completed). The value of the contracts/ projects rendered
3	Evaluate key resources and staff	40%	**30%** The contractor must demonstrate they have the required resources and qualified skilled staff to provide the required service, this includes but not limited to the following resources: List of assets owned by bidder and CV's and experienced of supervisors and staff for the project of least than 5 years. **40%** The contractor must demonstrate they have the required resources and qualified skilled staff to provide the required service, this may include but not limited to the following resources: List of assets owned by bidder and CV's and experienced of supervisors and staff for the project of least than 7 years

NAME (PRINT)	
CAPACITY	
SIGNATURE	
Witness 1	
NAME	
SIGNATURE	
Witness 2	
NAME	
SIGNATURE	
Central Supplier Database Registration (CSD) no:	Starting with: M
CSD 36 digit security code:	

[Company Stamp]

PREFERENCE POINTS CLAIMED (SBD 6.1)

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points are awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

The following preference point systems are applicable to all bids:

he 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).

The value of this bid is **estimated to be below** R 1 000 000 (all applicable taxes included) and therefore the preference point system below shall be applicable.

THE MAXIMUM POINTS FOR THIS BID ARE ALLOCATED AS FOLLOWS:	**POINTS**
PRICE	**80**
B-BBEE STATUS LEVEL OF CONTRIBUTION	**20**
Total points for Price and B-BBEE must not exceed	**100**

Preference Points for this bid is awarded in accordance with the table below:

BBEE Status Level of Contributor per B-BBEE Certificate	Preference Points Claimed
1	20
2	18
3	14
4	12
5	8
6	6

	7	4
	8	2
	Non-Compliant	0

Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

The purchaser reserves the right to require either before adjudicate the bid or at any time subsequently of the bidder to substantiate any claim to preferences in any manner required.

A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a valid BBBEE certificate (South African Companies) if available or a sworn affidavit (SAPS) confirming Annual Total Revenue and Level of Black Ownership or a Companies and Intellectual Property Commission (CIPC) certificate stipulating Annual Total Revenue and Level of Black Ownership. A copy of the template for this affidavit is available on the Department of Trade and Industry website https:\\www.thedti.gov.za/gazette/Affidavit_EME.pdf

A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, if the entity submits their B-BBEE status level certificate.

A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

	BID DECLARATION: B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF THE ABOVE TABLE:	
	B-BBEE Status level claimed	
	Preference Points claimed	
	BID DECLARATION: SUB-CONTRACTING	
	Will any portion of the contract be sub-contracted?	YES / NO
	If Yes, indicate:	
	What percentage of the contract will be subcontracted?	
	Names of the sub-contractor	
	The B-BBEE status level of the sub-contractor	
	Whether the sub-contractor is an EME?	YES / NO

I/we, the undersigned, who is/are duly authorized to do on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

The information furnished is true and correct;

The preference points claimed are in accordance with the Preferential Procurement Policy Framework Act and its Regulations;

In the event of a contract being awarded as a result of points claimed as shown above, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

Disqualify the Bidder from the bidding process;

Recover costs, losses or damages it has incurred or suffered as a result of that Bidder's conduct;

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;

	Restrict the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding ten (10) years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution; and Forward the matter for criminal prosecution.

DUE DILIGENCE REQUIREMENTS

	Contactable References
	The bidder is required to supply at least three (3) reference letters per relationship where applicable (i.e. maintenance, supply and commissioning, etc.), as per the format under the Annexure section. The form is for those customers for whom the bidder has completed work within the last twelve months and current work in progress. The customers are to complete the form on their company letterhead.
	Written References from South African Revenue Services for either companies not registered in South Africa or do not have a local registered subsidiary
	Bidder is required to provide evidence of good standing with their tax office (overseas and local). Where the bidder is a South African citizen and meets the threshold for tax registration, the Central Supplier Database registration provided the verification of the bidder's tax status. Foreign bidders, where they have a South African legal registered entity, must comply with this requirement. Where the foreign bidders do not have a South African legal entity, they are exempt from this requirement. For due diligence, where their country of residence has the same requirement of tax status, a copy of that certificate should be provided.
	SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION
	I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by Artscape Theatre Center, do hereby make the following statements that I certify to be true and complete in every respect:
	I have read and I understand the contents of this Certificate;
	I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;
	I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;
	Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;

For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organisation, 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

The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium [3] will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs 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.

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.

The terms of this 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 the bid or to the signing of the contract.

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
	[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

SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

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? If Yes, furnish particulars as an attached schedule:	YES / NO
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)? If Yes, furnish particulars as an attached schedule:	YES / NO
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? If Yes, furnish particulars as an attached schedule:	YES / NO
Was any contract between the Bidder and any organ of state terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	YES / NO

The Database of Restricted Suppliers and Register for Tender Defaulters 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.

SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

Any legal person, including persons employed by the State[1], or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

	The Bidder is employed by the State; and/or The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.
In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:	
	Full Name of Bidder or his/her representative
	Identity Number:
	Position occupied in the Company (director, trustee, shareholder, member):
	Registration number of company, enterprise, close corporation, partnership agreement
	Tax Reference Number:
	VAT Registration Number:
	The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:
Schedule attached with the above details for all directors/members/shareholders	
Are you or any person connected with the Bidder presently employed by the state? If so, furnish the following particulars in an attached schedule	YES / NO
	Name of person/ director/ trustee/ shareholder/member:
	Name of state institution at which you or the person connected to the Bidder is employed
	Position occupied in the state institution
	Any other particulars:
If you are presently employed by the State, did you obtain the	YES / NO

	appropriate authority to undertake remunerative work outside employment in the public sector?	
	If Yes, did you attach proof of such authority to the Bid document?	
	If No, furnish reasons for non-submission of such proof as an attached schedule	
	(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)	
	Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State in the previous twelve months?	YES / NO
	If so, furnish particulars as an attached schedule:	
	Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?	YES / NO
	If so, furnish particulars as an attached schedule.	
	Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO
	If so, furnish particulars as an attached schedule:	

Artscape

1. **Contract Management**

   1.1. Artscape manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.

2. **Contract Manager**

   2.1. The Artscape appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.

3. **Contract Communication**

3.1. Artscape communicates all communications in writing as well as through email.

3.2. Artscape maintains all contract documentation, correspondence, etc. in a defined contract file open for inspection.

3.3. Artscape states the contract number with secondary reference numbers i.e. purchase order numbers on all communication, documentation such as purchase orders issued, etc. Artscape will consider any communication without the contract number on as not being legal communication between the parties and not enacted on by either party as a protection against fraud.

3.4. All site instructions will be communicated by the Project Manager.

4. Communicating "As and When" in terms of the specific contract clauses

4.1. Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued;

4.2. Where specific procurement items as specified in the contract are required, Artscape issues a purchase order stating the contract number for the requirement.

4.3. Such purchase order has the following detail (where this is not provided, the purchase order is not a valid communication in terms of this contract):

4.3.1. Purchase Order Number

4.3.2. Contract Number

4.3.3. Quantity

4.3.4. Description of the required procurement. Where detailed, reference must be made to the relevant technical document attached;

4.3.5. Catalogue number if applicable;

4.3.6. Unit price per this contract;

4.3.7. Delivery Date;

4.3.8. Business unit code; and

4.3.9. The specific delivery site.

5. Communicating where incidental services are required as listed in this document

5.1. Incidental services are specified in the incidental services clause

5.2. Incidental services are priced in accordance with the incidental clause where such prices have not been set in the SBD form.

6. Communicating where spare parts are required as listed in this document

6.1. The spare parts services are specified in the spare parts clause

7. Performance Management

7.1. Artscape measures performance throughout the contract life.

7.2. Artscape has regular performance review with the contractor.

7.3. Where severe non-performance occurs will terminate the contract earlier in consultation with the contractor.

PERFORMANCE LEVELS

Service being Measured	Measurement	Minimum level
Inability to meet project schedule specific deadlines	Not meeting agreed deadlines and it delays project beyond completion date	1 day after agreed completion
Workers intoxicated or under the influence of alcohol/drugs.	Worker(s) reported for duty.	Service Provider must remove the worker immediately, and replace him/her within one hour.
Refusal to comply with lawful instruction from Artscape Security guards.	Contractor and/or Worker(s) reported for duty.	Service Provider must remove the worker immediately, and replace him/her within one hour.
Damage to Artscape property or staff or patron property.	A joint investigation will be conducted. Decision on liability will be determined by such an investigation. If there is evidence of negligence, the	Contractor to reimburse Artscape within 72 hours of agreeing on the findings of the report or provide formal acknowledgement from the Contractor's Insurers claim is

	Damage to Property. Worker(s) reported for duty.	Service Provider will be held liable for replacement or repairs. Worker(s) reported for duty.	accepted and will be settled in favour of Artscape within that same timeframe. Any damage by the contractor or their agents, equipment and other property within the Project Boundaries, howsoever caused, shall be repaired by the contractor at the contractor's cost
	Loss of property or theft of Artscape or Staff or patrons property.	A joint investigation will be conducted. Decision on liability will be determined by such an investigation. If there is evidence of negligence, the Service Provider will be held liable for replacement or repairs.	Contractor to reimburse Artscape within 72 hours of agreeing on the findings of the report or provide formal acknowledgement from the Contractor's Insurers claim is accepted and will be settled in favour of Artscape within that same timeframe.
	Inability to provide the updated and agreed project schedule post appointment within the agreed timeframe.	Updated project schedule not supplied within the agreed timeframe	1 day after the agreed time frame
	On – Site Attendance. All construction staff, including any sub-contractors must be clearly identifiable with a construction jacket as well as a name tag including a photo! Failing, person will be removed from site.	Working Hours.	From Friday to Monday: 07h00 to 17h00.
	Security Search.	Worker(s) reported for duty.	Service Provider must remove the worker immediately, and replace him/her within one hour.

	Management Visits.	Manager of this Contract.	The manager of this contract will be required to visit the site on a weekly basis to ensure that work is being carried out as per this specification. i
	Geographical Requirements.	Place of Business to remain within 60km of Artscape throughout the contract	The head office of the service provider must be within a 60km radius from the Artscape Cape Town site.
	Safety and Health Administration. Artscape has appointed FRONTLINE OCCUPATIONAL SAFETY CONSULTANCY AND SERVICES CC **a:** 41 Avery Road, Hoheizen, Bellville, 7530 **t:** +27 (0)21 914 7080 **c:** +27 (0)84 466 5296 **w:** www.frontlinesafety.co.za	A Contractors' Obligation Form must be completed and forwarded to our SHE Department. A Compensation for Injuries and Diseases Act 130 of 1993 (COID Act) Registration number must be furnished to the SHE Department. All Contractor staff must avail themselves as a single group to be inducted by the Artscape Health and Safety Officer during the week prior to commencement of work.	Induction attended not later than 1 day of agreed date.
	Personal Protective Equipment and Clothing.	Contractors employees must wear the correct Personal Protective Equipment and Clothing (PPE&C) at all times during Building works.	Workers cannot commence duty. Clothing to be made available within 1 hour of identifying this non-compliance

		Such PPE&C should be open to be inspected by the SHE Department at any time.	

CONTRACTED BIDDER

1. **Managing the Contract**

The contracted party manages this contract fairly and objectively in accordance to the terms and conditions set out in this document. Responsible for Quality management of all works to ensure a high standard of work is delivered at all times.

2. **Contract Manager**

1.1. The contracted party appoints a contract manager and notifies Artscape in writing of the name and contact details of the appointed contract manager.

2. **Communication**

2.1. The contracted party communicates in writing and through email.

2.2. The contracted party always state the contract number on communication, documentation such as correspondence, purchase orders issued, etc. and will not act upon any communication without the contract number or must verify such communication with Artscape prior to acting upon it.

2.3. The Contractor will attend weekly meetings which will take place at Artscape. A project activity report from the contractor will form part of the monthly meetings with Artscape official.

3. **Managing Stages (if applicable), Delivery Scheduling (if applicable), Milestones (if applicable)**

3.1. Where different stages apply, the contracted party communicates in writing the commencement of the stage to Artscape.

4. **Health and Safety Requirements**

4.1. In terms of the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations), the contracted supplier is responsible for the health and safety of its employees and those other people affected by the operations of the supplier.

4.1. The contracted supplier ensures all work performed and/or equipment used on site complies with the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations).

4.2. To this end, the contracted supplier shall make available to Artscape the valid letter of good conduct and shall ensure that its validity does not expire while executing this bid.

4.3. The successful bidder is required to complete Artscape Contractors obligation form.

4.4. Contractor and all staff that will be working on Artscape's site has to attend Artscape's induction meeting, before works can start.

4.5. Induction attended not later than 1 day of agreed date.

GENERAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, and words such as "will/should" mean "must".

Artscape cannot amend the National Treasury's General Conditions of Contract (GCC). Artscape appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause directly below the specific GCC clause and where Artscape requires a SCC that is not part of the GCC, Artscape appends the SCC clause after all the GCC clauses. No clause in this document shall be in conflict with another clause.

GCC1

1. Definitions - The following terms shall be interpreted as indicated:

1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

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 anything 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 supplies 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 bid submission) designed to establish bid 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 bidding 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 supplies covered by the bid will be manufactured. 1.17. "Local content" means that portion of the bidding 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 bidding 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. Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	**2. Application**
	2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2.2. Where applicable, special conditions of contract are also laid down to, cover specific supplies, services or works. 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

GCC3	**3. General**
	3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. 3.2. With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
SCC	Advertised on CIDB portal only.
GCC4	**4. Standards**
	4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
SCC	Minimum Standards for Electrical & Plumbing installation
GCC5	**5. Use of contract documents and information**
	5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

GCC6	**6. Patent rights**
	6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	**7. Performance security**
	7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. 7.2. The proceeds of the performance security shall 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 shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1. 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 bidding documents or another form acceptable to the purchaser; or 7.3.2. 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 in SCC.
SCC	Three (3) months retention period of 10%
GCC8	**8. Inspections, tests and analyses**
	8.1. All pre-bidding testing will be for the account of the bidder. 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department. 8.3. If there are no inspection requirements indicated in the bidding

	documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall 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 supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests, or analyses shall be defrayed by the supplier. 8.6. Supplies 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 supplies 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 supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. 8.8. The provisions of clauses 8.4 to 8.7 shall 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 23 of GCC.
SCC8.1	Plumbing and Electrical Certificate of compliance respectively this must be submitted with your Request for Proposal. Plumbing & Electrical certificates for works completed must be handed to Artscape prior to building handover.
GCC9	**9. Packing**
	9.1. The supplier shall 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 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 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 shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
GCC10	**10. Delivery and Documentation**
	10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. 10.2. Documents to be submitted by the supplier are specified in SCC.
GCC10 SCC	Contractor to prepare a handover certificate post final completion of works for Artscape's consideration before invoice is issued
GCC10 SCC	Artscape's representative verifies both delivery and performance prior to signing a certificate of delivery / installation / progress milestone / commissioning evidencing such performance. The Contractor must ensure such signed approved verification accompanies the subsequent supplier invoice.
GCC11	**11. Insurance**
	11.1. The goods supplied under the contract shall 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 in the SCC.
SCC	Liability cover of double the value of the contract to be produced with RFQ
GCC12	**12. Transportation**
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	**13. Incidental services**
	13.1. The supplier may be required to provide any or all of the following

	services, including additional services, if any, specified in SCC: 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4. 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 shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5. 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, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
GCC14	**14. Spare parts**
	14.1. As specified in SCC, 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: 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2. in the event of termination of production of the spare parts: 14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
GCC15	**15. Warranty**

	15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC 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 in SCC, 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.
GCC16	**16. Payment**
	16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. 16.4. Payment will be made in Rand unless otherwise stipulated in SCC

GCC16 SCC	Short term construction contract , 30 days from receipt of invoice at end of works completion and handover certificate approval by Artscape Schedule of payments are as follows: 30 days from receipt of invoice.
GCC16 SCC	Method and conditions of payment are as follows: Artscape only accepts invoices supported by signed delivery documents in accordance with this contract as valid payment requests. The other party submits the above invoices to the appointed contract manager for submission to the respective finance unit. Artscape does not settle invoices for outstanding goods or services. Payment is made in the South African Rands or any other currency as per the invoice.
GCC17	**17. Prices**
	17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
GCC17 SCC	All adjustments to unit prices must be specified on the SBD3.2 and apply in accordance with the terms set in the SBD3.2. Applications for price adjustments must have the documentary evidence set for each adjustment in the SBD3.2 to support of any adjustment. Unit price adjustments will only apply once Artscape has approved in writing the application. Where Cost Price Adjustments (CPA) are applicable and justifiable, the bidder must declare this in the SBD3.2 for these to apply. Incidental services that are not specified in the SBD3.2 are adjusted as set out in clause GCC13.2 Contract management verifies all cost adjustment applications prior to giving approval.
GCC18	**18. Contract amendment**
	18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	**19. Assignment**
	19.1. The supplier shall not assign, in whole or in part, its obligations to

	perform under the contract, except with the purchaser's prior written consent.
GCC20	**20. Subcontract**
	20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GGC20 SSC	The supplier shall notify the purchaser in writing of all subcontracts under this contract inclusive of termination of such sub-contracts and the replacement of sub-contracts previously notified in writing. The supplier cannot sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the supplier, unless the supplier sub-contracts to an EME that has the capability and ability to execute the sub-contract. The supplier provides proof, in the legislated formats, of the sub-contractor's B-BBEE status for each sub-contract to this contract to Artscape.
GCC21	**21. Delays in supplier's performance**
	21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. 21.4. 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 supplies are required, or the supplier's services are not readily available. 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the

	performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties. 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies 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.
GCC22	**22. Penalties**
	22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

GCC22 SSC	**PERFORMANCE LEVELS FOR EACH SERVICE REQUIRED**	
	Situation Requiring Penalty	**Penalty where below minimum**
	Inability to meet project schedule specific deadlines resulting incomplete project.	As stipulated GCC 22.1
	Workers intoxicated or under the influence of alcohol/drugs	Service Provider must replace the worker within an hour
	Refusal to comply with lawful instructions from Artscape Security Personnel "Afriguard"	Service Provider must remove the worker immediately, and replace him/her within one hour
	Damage and/or loss to Artscape's property, and theft of staff or guest property.	A joint investigation will be conducted. Decision on liability will be determined by such an investigation. If there is evidence of negligence, the Service Provider will be held liable for replacement or repairs.

	Inability to provide the updated and agreed project schedule post appointment within the agreed timeframe	As stipulated GCC 22.1
	Management Visits.	Workers will not be allowed onsite the next day unless accompanied by the manager.
	Safety and Health Administration.	Worker(s) who did not attend the Induction Session will not be allowed on-site. Worker(s) who does not wear proper PPE& C will not be allowed on-site.
GCC23	**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: 23.1.1. 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; 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged	

	restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier. 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated. 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: 23.6.1. the name and address of the supplier and / or person restricted by the purchaser; 23.6.2. the date of commencement of the restriction 23.6.3. the period of restriction; and 23.6.4. the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC24	**24. Anti-dumping and countervailing duties**
	24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased

	in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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
GCC25	**25. Force Majeure**
	25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall 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 shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
GCC26	**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.
GCC27	**27. Settlement of disputes**
	27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be

	commenced unless such notice is given to the other party. 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5. Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2. the purchaser shall pay the supplier any monies due the supplier.
GCC28	**28. Limitation of liability**
	28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
GCC29	**29. Governing language**
	29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	**30. Applicable law**
	30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	**31. Notices**

	31.1. Every written acceptance of a bid shall be emailed to the supplier concerned, email address furnished in his bid or to the email address notified later by him in writing and such email shall be deemed to be proper service of such notice 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of emailing of such notice
GCC32	**32. Taxes and duties**
	32.1. A foreign supplier shall 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 shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid Artscape must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
GCC33	**33. National Industrial Participation Programme**
	33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	**34. Prohibition of restrictive practices**
	34.1. 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 (or bid rigging). 34.2. 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 the Competition Act No. 89 of 1998. 34.1. 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.
BID SCC	**Intellectual property provided in the bid invitation** The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided by Artscape to the Bidder, both successful and unsuccessful, remain the property of Artscape
BID SCC	**Intellectual property contained in the deliverables** The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the delivery to Artscape reside with Artscape.
BID SCC	**Third Party Warranty** Where the contracted party sources goods or services from a third party, the contracted party warrants that all financial and supply arrangements are agreed between the contracted party and the third party.
BID SCC	**Third Party Agreements** No agreement between the contracted party and the third party is binding on Artscape.
BID SCC	**Contracted Party Due Diligence** Artscape reserves the right to conduct supply chain due diligence at any time during the contract period including site visits.

Annexures 1 and 2: See attached drawings including:

ART 262/2024 050.01 rev 1 (Annexure 1)

ART 261/2024 050.07 rev 0 (Annexure 2)

Bill of Quantities (Annexure 3)

Table below references the CIDB grading and criteria for the Bidders information

Annexure A

(normative)

Alpha-numerics associated with the Contractor Grading Designations

Table A1: Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

Table A2: Classes of construction work (see next page)

Table A2 **CLASSES OF CONSTRUCTION WORK**

Description	Designation	Definition	Works types	Examples
Civil engineering works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension,	Water, sewerage, roads, railways, harbors and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel. The results of operations such as dredging,
Electrical engineering works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity; or b) which cannot be classified as EB	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical engineering works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises

Designation	Definition	Works types	Examples
GB	Construction works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or	Buildings and ancillary works other than those categorized as being: a) civil engineering works; b) electrical engineering works; c) mechanical engineering works; or d) specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS [SQ] Stores Walls
ME	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling	Machine systems including those relating to the environment of building interiors: a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralized hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical

Definition	Works types	Examples
A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of	
	The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral	
	The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and	
	Demolition of buildings and engineering infrastructure and blasting	
	The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and	
	The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or dismantling of lifts, escalators	
	The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	
	The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	Timber buildings and structures	
	The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements	
	The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water	
	The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

Description
General building works
Mechanical engineering works

Description	Designatio
Specialist works	SB
	SC
	SD
	SE
	SF
	SG
	SH
	SI
	SJ
	SK
	SL
	SM
	SN
	SO
	SQ

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where
x is the imported content in Rand
y is the bid bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6 A bid may be disqualified if –

(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

(b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;

2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____%
_____	_____%
_____	_____%

4. Does any portion of the services, works or goods offered have any imported content?
(***Tick applicable box***)

YES		NO	

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on **www.reservebank.co.za.**

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(***Tick applicable box***)

YES		NO	

5.1. If yes, provide the following particulars:

(a) Full name of auditor:.....
(b) Practice number: .....
(c) Telephone and cell number:.....
(d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. .....

ISSUED BY: (Procurement Authority / Name of Institution):
.....
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ... (full names), do hereby declare, in my capacity as .... of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
(ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R

Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

REFERENCE LETTER ANNEXURE

Bidder's Letterhead

We are submitting a bid for the contract described below. We appreciate your assistance and effort in completing on your letterhead the reference as set out below on your experience with us.

Referee Letterhead	**Referee Legal Name**
REFERENCE ON COMPANY xxxxx	
Bid Number:	
Bid Description	
Describe the service/work the above bidder provide to you below	

Criteria	Needs improvement	Meets requirements	Exceeds requirements
Tracking Communication			
Back-up service			
Collection Time			
Delivery Time			
Completion Times			
Satisfaction with bidder			
Satisfaction with quality			
Satisfaction with the work done			
Reliability			
Response to call outs			

After Hours Support			
Confidentiality of Consignments			
Delivery scheduling			
Overall Impression			
No. of times used in past year		Would you use the provider again?	YES/NO

Completed by:	
Signature:	
Company Name:	
Contact Telephone Number:	
Date:	
Company Stamp:	

Annexure B

ARTSCAPE CONTRACTUAL OBLIGATION

Conditions and Procedures to be complied with as part of the Contract with Artscape. These conditions are subject to the Terms and Conditions of the GCC.

1. **STATUTORY REQUIREMENTS**

1.1 All persons employed by the Contractor working within the premises of Artscape, shall comply with the Regulations of the Occupational Health and Safety Act, Act No. 85 of 1993.

1.2 The Contractor shall designate, in writing, one of his full time employees in terms of the provisions of G.S.R. Reg. (2) of the O.H.S. Act (Act 85 of 1993) who shall be in charge of work performed on site.

1.3 The above designation shall be made before work commences on site. The appointed person for inspection shall hold one copy on site and a duplicate copy shall be handed to Artscape employee who awarded the contract.

1.4 The Contractor shall instruct his authorized site representative to report to Artscape employee who is in charge of the project.

2. **GENERAL REGULATIONS**

2.1 The Contractor shall submit a list of all portable electrical tools and equipment to security before permission is granted to enter or leave the premises. Vehicles will be subjected to a search before entry and when leaving the premises. Contractors are not permitted to stay on site after their shift has been completed.

2.2 The Security Manager must authorize any work, which could affect or interfere with normal activities.

2.3 All excavation work must be railed off or barricaded, debris or material, which cannot be removed immediately, must be placed in such a manner as to allow adequate and safe passage.

2.4 The Security Manager will authorize areas where rubble and other material may be stored.

2.5 The Contractor will stay confined to the area of his work.

3. **PERSONAL PROTECTIVE EQUIPMENT**

3.1 Safety harnesses (parachute type) shall be used whenever work is performed at a height of two (2) meters or higher unless a suitable platform with handrails is provided.

3.2 Suitable eye protection must be used whenever there is a danger of flying particles or splashing of chemicals.

3.3 Hearing protection must be used whenever a noise zone is entered. Earmuffs shall be worn whenever a jackhammer is used.

3.4 Gloves and welding helmet shall always be used for welding operations.

3.5 The Contractor is responsible for provision of the necessary protective equipment and to ensure that it is used as required.

4. ISOLATION PROCEDURE

4.1 No one shall work above or on moving machinery, energy driven mechanical apparatus, electrical panel or switchgear unless it has been isolated from power or movement by means of applying a padlock on the main switch.

4.2 The Security Manager must grant permission before a padlock can be applied.

5. ELEVATED AREAS

4.1 No work may be performed above the heads of persons or aisles or roads unless suitable precaution has been taken to ensure the safety of persons and property below. The affected area must also be identified beforehand and effectively cordoned off.

5.2 All scaffolds and suspended loads must be left safe before leaving work at the end of every shift, i.e. loads lowered to the ground, scaffolds securely tied down and all loose tools and equipment secured against falling.

5.3 Where scaffolding is erected, handrails, toe boards, etc. must be embodied. All such equipment shall be lowered to the ground, supervised by a competent person.

6. TOOLS AND EQUIPMENT

6.1 Contractors shall provide their own ladders, trestles, scaffolds, lifting tackle, tools and portable equipment.

6.2 Makeshift or unsafe equipment shall not be permitted on the premises and will be confiscated for the duration of the contract.

6.3 No insulation tape or similar may be used on any electrical wiring or cables. Joins in cables must be approved by the Security Officer prior to use on the premises.

6.4 Contractors may not operate company lift trucks, vehicles, jibs or cranes. In exceptional instances the Security Manager may grant permission. In such an event, the Contractor shall produce a valid Certificate of Competency as described in the Occupational Health and Safety Act, Act 85 of 1993. A copy of the Certificate will be kept on the person of the Contractor who operates the above-described equipment. Any employee of Artscape may ask such Contractor to produce the said Certificate.

6.5 All tools and equipment must be declared to security whenever a Contractor enters or leaves the premises. It is the duty of the Contractor to ensure that articles or equipment are recorded in a security register whenever they are brought on site.

7. PRECAUTIONS AGAINST FIRES

7.1 The Contractors shall ensure that his employees do not smoke anywhere on the premises except in areas identified as smoking bays.

7.2 Paint, thinners, petrol, oil or any flammable materials shall be stored within a designated area under supervision of the Hazardous Materials/Substances Controller.

7.3 Any hazardous substances/material brought on site by the Contractor must always be accompanied by Material Safety Data Sheets.

7.4 The Contractor shall first obtain a Hot Work Permit from the person who awarded the contract before any naked flame or grinder is used anywhere outside a workshop.

7.5 The said permit is valid for one day only and shall be kept on the person who is using a naked flame.

7.6 The Contractor shall take all necessary precautions to eliminate all fire hazards and to prevent fire damage.

7.7 All fires shall immediately be reported to the Security Manager.

8. HOUSEKEEPING AND FIRST AID

8.1 The contractor shall uphold high standards of housekeeping.

8.2 All surplus material and builders' rubble must be removed from the premises on completion of the contract or as otherwise specified by the Security Manager. Artscape reserves the right to remove such material against cost within one week after completion of the contract.

9. TRADE UNIONS

9.1 No employees of a Contractor shall be allowed to actively further the interest of any Trade Union on site.

10. SECURITY

10.1 Artscape does not accept responsibility for the safekeeping of any material, tools or equipment on site.

10.2 All portable tools or equipment brought on site must be removed at the end of the days work.

11. PROCEDURES IN THE EVENT OF AN ACCIDENT

11.1 The Contractor shall act as "the Employer" in terms of Section 16 of the O.H.S. Act, Act 85 of 1993.

11.2 The Contractors shall report any injuries sustained by his employee to the Department of Labour. The injuries and responsibilities are as defined in Section 24 of the O.H.S. Act, Act 85 of 1993.

11.3 All incidents shall be reported to the Security Manager.

11.4 The Contractor shall report all injuries to the Compensation Commissioner.

11.5 In the event of an accident causing the loss of a life or the possibility of the loss of life, no person shall disturb the site at which the accident occurred or remove any objects involved in the accident before the arrival of an inspector from the Department of Labour.

12. SUB-CONTRACTORS

12.1 The Contractors shall inform Artscape employee who awarded the contract of any sub-contractors who may work on site.

12.2 The Contractor shall ensure that Appendix 1 is completed and submitted to the Security Manager prior to commencement of work.

12.3 The Contractor shall ensure that the sub-contractor complies fully with all statutory and internal requirements.

13. USING OVERHEAD CRANES AND LIFTING TRUCKS

13.1 The following shall apply if the Contractor has to operate overhead cranes on site:

13.1.1 The Contractor shall ensure that all his employees who have to operate a crane or lift truck to render services as stipulated in the contract have had formal training as required by the Occupational Health and Safety Act, Act 85 of 1993.

13.1.2 The Contractor shall ensure that the training is valid in terms of the Act.

13.1.3 The Contractor shall present certificates of training to the Security Manager before work commences.

14. FAILURE TO COMPLY WITH PROCEDURES

14.1 Failure to comply with the contents of this document could result in legal prosecution by the Department of Labour.

14.2 Non-compliance by the Contractor with any of the requirements as stipulated in this document could result in any or all of the following actions being taken by the Security Manager.

14.2.1 The Contractor could be requested to leave the premises and the contract for the project tendered for would become null and void. All costs incurred by Artscape such actions would be borne by the Contractor.

14.2.2 A specific member of staff who breaches this contract could be requested to leave the premises without delay and would not be permitted to enter the premises in future. Any cost incurred would be borne by the Contractor.

14.2.3 Equipment, which would be deemed as unsafe, would be confiscated and returned upon completion of the specific contract. Any costs incurred would be borne by the Contractor.

15. PRECAUTIONARY MEASURES

The Contractor must determine the degree of hazards related to the work he has tendered for and implement precautionary measures.

ACCEPTANCE

I, _____ (contractor), by signing this document, hereby warrant that I shall bear all responsibility for adherence of all laws applicable to the agreed contract work and particularly for the full and proper implementation of the provisions of the Occupational Health and Safety Act, Act No. 85 of 1993 and all other regulations without exception.

APPENDIX

CONTRACTOR INFORMATION

Name of Firm _____

Address _____

_____

_____

Telephone _____Cell phone _____

E-mail _____

Type of work being performed

_____

_____

Commencement date of work _____

Completion date of work _____

For South African Contractors Only

Is your firm registered with W.C.C. Yes No

If yes, your membership number _____

Number of staff on the premises

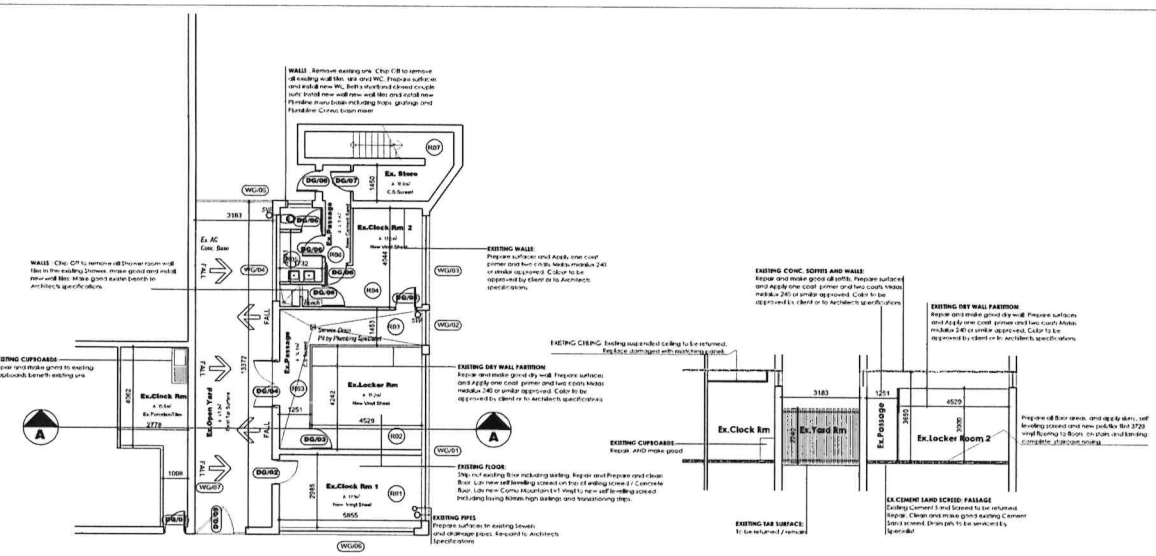
Name of competent person on site and his contact number

_____

_____ _____

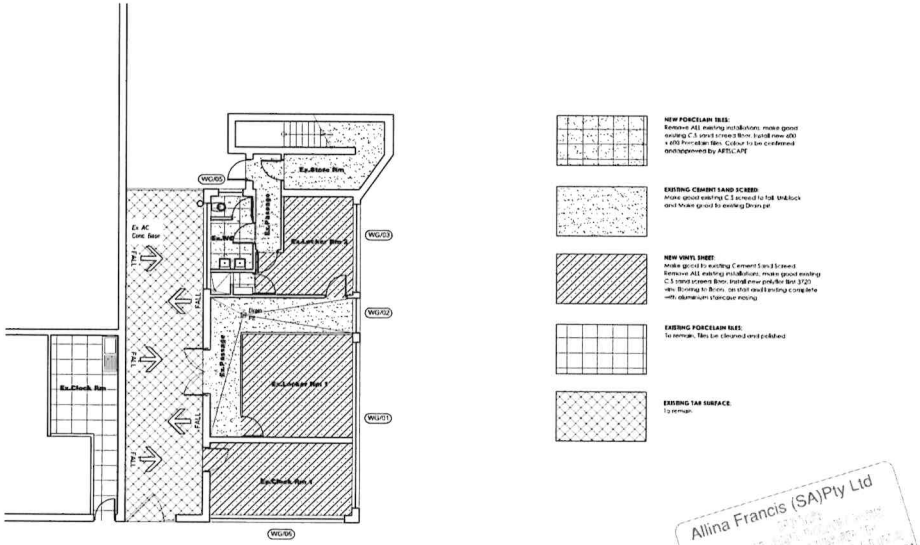
Signed Date

Annexture (1)



OPERA GROUND FLR. PLAN
1:100

SECTION A - A
1:100



OPERA GROUND FLR. FINISHES
1:100

Allina Francis (SA)Pty Ltd
25-10-2024

GENERAL NOTES

WALL DECORATIONS

1) **SURFACES:** To be properly cleaned, prepared, primed and sealed using the type of primer/sealer appropriate to the surfaces being painted with 1 coat universal undercoat plus 2 coats Meas midlux 240 or similar approved strictly in accordance with the manufacturers specifications [Note Client to remove all fixures and reinstate after]

2) **TIMBER SURFACES:** To be properly rubbed down, sand-papered to perfectly smooth finish and to have applied them 2 Coat of clear "novathane" polyurethane finishing sealer applied in accordance with manufacturers instructions. Surfaces to be rubbed down with fine glass paper after application of first coat.

WALL FINISHES

1) **EXISTING PLASTER:** Plaster finish to be repaired: Where extensively damaged, replace and prepare to receive new wall decorations

2) **EXISTING PARTITIONS:** Partitions are to be repaired: Where extensively damaged, replace and prepare to receive new wall decorations.

SKIRTING

1) Form skirting with 115mm high porcelain skirting tiles of the same manufacturers as the floor tiles laid and grouted to manufacturers instructions

2) Prepare skirting and apply one coat wood primer and 2 coats plascon velvago

FINISHES TO FRAMES AND STEELWORKS

1) **APPLY** rustt copiously to penetrate hidden and recessed areas as thoroughly as possible. Apply 2 Coats " Plascon Velvaglo" colour-brilliant black high gloss enamel. All strictly in accordance with the manufacturers instructions and specifications

STAIR NOSING

1) 100 stair nosing fixed to installed vinyl flooring. To be laid strictly in accordance with marley specifications

CEILING

1) ALL concrete Soffit and plastered ceiling are to be repainted with 2 Coats of "plascon velvaglo". All strictly applied in accordance with manufacturers specifications.
NOTE: Spot prime in all bare areas with one full continuous coat "plascon plaster primer" ALL applied in strictly in accordance with manufacturers specifications

CUPBOARDS

1) ALL Cuboards damaged shelving to be replaced with new shelves. Make good in all aspects

FINISHES SCHEDULE

OPERA GROUND FLOOR: CLOCK RM: R 01	OPERA GROUND FLOOR:PASSAGES:R 03
FLOORS 1. FINISHED AS PER DRAWING AND NOTES ABOVE.	FLOORS 1. FINISHED AS PER DRAWING AND NOTES ABOVE.
WALLS 1. FINISHED AS PER WALL FINISHES AND DECORATION NOTES ABOVE.	WALLS 1. FINISHED AS PER WALL FINISHES AND DECORATION NOTES ABOVE.
CEILINGS 1. FINISHED AS PER CEILING NOTES ABOVE.	CEILINGS 1. FINISHED AS PER CEILING NOTES ABOVE.
DOORS 1. REPAIR DOOR LOCK AND RE-PAINT 2. PROVIDE NEW LOCKSET COMPLETE WITH FURNITURE	DOORS 1. REPAIR DOUBLE DOOR 2. PROVIDE NEW LOCKSET COMPLETE WITH FURNITURE
WINDOWS 1. CLEAN WINDOWS AS PER DRAWINGS 2. REPLACE BROKEN WINDOW	WINDOWS 1. CLEAN WINDOWS AS PER DRAWINGS 2. REPLACE BROKEN WINDOW
PLUMBING 1. FINISHED AS PER DRAWING AND NOTES ABOVE. 1. REPAIR ALL LEAKS TO UNDER CONCRETE SOFFIT OF SLAB	PLUMBING 1. FINISHED AS PER DRAWING AND NOTES ABOVE. 2. REPLACE ALL LEAKING AND CORRED PIPES 3 SERVICE DRAIN PIT AS PER DRAWINGS 4 REPAIR ALL LEAKS TO UNDER CONCRETE SOFFIT OF SLAB
OPERA GROUND FLOOR:LOCKER RM 1: R02	**OPERA GROUND FLOOR: STORE RM:R 07**
FLOORS 1. FINISHED AS PER DRAWING AND NOTES ABOVE.	FLOORS 1. FINISHED AS PER DRAWING AND NOTES ABOVE.
WALLS 1. FINISHED AS PER WALL FINISHES AND DECORATION NOTES ABOVE.	WALLS 1. FINISHED AS PER WALL FINISHES AND DECORATION NOTES ABOVE.
PARTITIONS 1. FINISHED AS PER WALL FINISHES AND DECORATION NOTES ABOVE.	CEILINGS 1. FINISHED AS PER CEILING NOTES ABOVE.
CEILINGS 1. FINISHED AS PER CEILING NOTES ABOVE.	DOORS 1. FINISHED AS PER DRAWING AND NOTES ABOVE. 2. PROVIDE NEW SOLID CORE DOOR COMPLETE WITH IRONMONGERY. 3. PROVIDE NEW LOCKSET COMPLETE WITH FURNITURE
CUPBOARD DOORS 1. REPAIR WOODEN LOCKERS 2. PROVIDE NEW LOCKSET COMPLETE WITH FURNITURE 3. REPLACE ALL IRONMONGERY COMPLETE WITH FURNITURE WHERE MISSING	
WINDOWS 1. CLEAN WINDOWS AND REPLACE DAMAGED GLAZING	
OPERA GROUND FLOOR:LOCKER RM 2 R 03	**OPERA GROUND FLOOR: YARD AREA**
FLOORS 1. FINISHED AS PER DRAWING AND NOTES ABOVE.	FLOORS 1. FINISHED AS PER DRAWING AND NOTES ABOVE.
WALLS 1. FINISHED AS PER WALL FINISHES AND DECORATION NOTES ABOVE.	WALLS 1. FINISHED AS PER WALL FINISHES AND DECORATION NOTES ABOVE.
CEILINGS 1. FINISHED AS PER CEILING NOTES ABOVE.	CONCRET SOFFITS 1. FINISHED AS PER CEILING NOTES ABOVE.
CUPBOARD DOORS 1. REPAIR WOODEN LOCKERS 2. PROVIDE NEW LOCKSET COMPLETE WITH FURNITURE 3. REPLACE ALL IRONMONGERY COMPLETE WITH FURNITURE WHERE MISSING	PLUMBING 1. FINISHED AS PER DRAWING AND NOTES ABOVE. 2. REPLACE ALL LEAKING AND CORRED PIPES 3 SERVICE DRAIN PIT AS PER DRAWINGS
WINDOWS 1. CLEAN WINDOWS AND REPLACE DAMAGED GLAZING	CONCRETE PALISADE 1. FINISHED AS PER DRAWING AND NOTES ABOVE.
OPERA GROUND FLOOR: SHO/WC RM: R05	
FLOORS 1. FINISHED AS PER DRAWING AND NOTES ABOVE.	
WALLS 1. FINISHED AS PER WALL FINISHES AND DECORATION NOTES ABOVE.	
CEILINGS 1. FINISHED AS PER DRAWING AND NOTES ABOVE.	
DOORS 1. PROVIDE NEW SOLID CORE DOOR COMPLETE WITH IRONMONGERY. 2. PROVIDE NEW LOCKSET COMPLETE WITH FURNITURE	
WINDOWS 1. CLEAN WINDOWS AND REPLACE DAMAGED GLAZING	
PLUMBING 1. REMOVE SINK AND ALL CORRED PIPES, INSTALL NEW AS PER DRAWINGS 2. REMOVE SHOWER AND ALL CORRED PIPES, INSTALL NEW AS PER DRAWINGS 3. REMOVE WC AND ALL CORRED PIPES, INSTALL NEW AS PER DRAWINGS	

PROJECT NO.	DRAWING NO.	REV
AF 050/24	ART 261/2024 050.01	1

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GENERAL NOTES

1. The Contractor is responsible for the correct setting out of the buildings and all external and internal walls with particular reference to boundaries, building lines and existing cut points.
2. The Contractor is to verify all levels, heights and dimensions on site and is to check these against the drawing before putting any work in hand.
3. The Contractor is to locate and identify existing services on the site and to protect these from damage throughout the contract.
4. The Contractor is referred to the Standard Guidelines for Quality Control issued by this office for all minimum requirements for workmanship and materials. This document is to be used in conjunction with this drawing.
5. Any errors, discrepancies or omissions are to be reported to the Architect immediately.
6. Contractor is to build in Approved D.P.C.'s, whether or not these are shown on drawings, to all external walls at each floor, beam or parapet level and to all windows, doors, grilles or other openings in external walls. Cavity walls to have stepped D.P.C.'s.
7. Any queries arising from all the above must be reported to the Architects for clarification before any work is put in hand.
8. Do not scale this drawing, refer to figured dimensions only.

REVISIONS

REV	NAME	DATE	DESCRIPTION
1	MJN	25/10/24	OMIT OPEN YARD FROM SCOPE
1	MJN	25/10/24	OMIT WALL PAINT TO EX.CLOCK RM

LOCATION MAP

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ARTSCAPE
an agency of the Department of Arts and Culture
ARTSCAPE THEATRE

PROJECT DESCRIPTION
ARTSCAPE THEATRE, CAPE METRO WESTERN CAPE
PLANNED MAINTENANCE PROJECT

CLIENT
ARTSCAPE, WESTERN CAPE

SCALE	1:100
DATE	24 OCTOBER 2024
ISSUED	MJN
DRAWN	MJN
RECEIVED	
CHECKED	

ALLINA FRANCIS (SA) PTY LTD
BUILDING DESIGN
PROJECT MANAGEMENT
HERITAGE
PO BOX 27
THE PINELAKE BUSINESS PARK
3 PALMET VALLEY ROAD, TABLE VIEW
CAPETOWN, 7441
SOUTH AFRICA
TEL: +27 21 556 3720
TEL: +27 21 556 3721
Email: admin@allinafa.com
website: www.allinafa.com

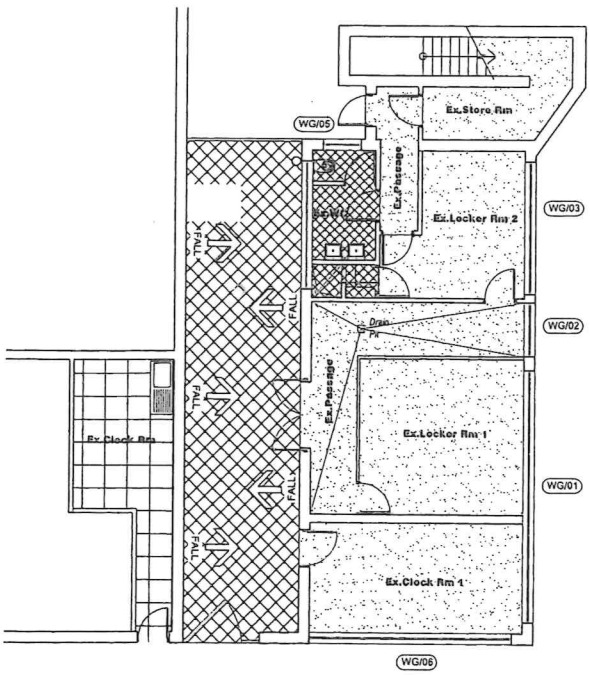
DRAWING DESCRIPTION
PROJECT A
OPERA GROUND FLOOR LAYOUT

PROJECT STATUS

PRELIM.	MUNICIPAL	TENDER	CONSTR.	CL-OUT

PROJECT NO.	DRAWING NO.	REV
AF 050/24	ART 261/2024 050.01	1

Annexture (2)



OPERA GROUND FLR. FINISHES
1:100

NEW SUSPENDED CEILING:
Prepare and make good existing Concrete soffits; Install new 1200 x 600 "sinfonia" or equally approved white faced suspended ceiling

EXISTING SUSPENDEDCEILING:
To remain and re-painted

PAINTED SLAB CONCRETE SOFFITS:
Apply plascon universal primer coat as per manufcturers specifications or similar approved to ALL CONCRETE SOFFITS. Apply top coat as per manufacturers specifications or similar approved. Colour White

Allina Fra... ISS...
INFORM...