ART04/2026

APPOINTMENT OF A SERVICE PROVIDER TO MANUFACTURE, DELIVER AND INSTALL UNIVERSALLY ACCESSIBLE SEATING FOR ARTSCAPE FOYERS

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE No.	
EMAIL	
National Treasury CSD No. (MAAA……)	

TOTAL TENDER PRICE Incl. 15% VAT

R……

Tender Box Stage Door
Closing Date: 08 December 2026
Closing Time: 13:00 PM

ART04/2026

GENERAL TENDER INFORMATION

COMPULSORY BRIEFING SESSION	:	Yes
DATE	:	18 November 2026
TIME	:	11:00 AM
VENUE	:	Artscape Stage Door
TENDER CLOSING DATE	:	08 December 2026 at 13:00 pm
TENDER SUBMISSION	:	Tender Box, Artscape Building 1-10 D.F. Malan Street, Stage Door, Cape Town

ART04/2026

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PREFACE INFORMATION

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**ART04/2026**	CLOSING DATE:	08 December 2026	CLOSING TIME:	**13:00 PM**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO MANUFACTURE AND INSTALL UNIVERSALLY ACCESSIBLE SEATING FOR ARTSCAPE FOYERS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
TENDER BOX, ARTSCAPE BUILDING 1-10, D.F. MALAN STREET, STAGE DOOR, CAPE TOWN					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**NATASJA PIETERSEN**	CONTACT PERSON	**ANDRE STEENVELD**
TELEPHONE NUMBER	**021 410 9835/9800**	TELEPHONE NUMBER	**021 410 9800**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**natasjap@artscape.co.za**	E-MAIL ADDRESS	**andres@artscape.co.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	Yes No [IF YES ENCLOSE PROOF]		*ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?*		Yes No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

1. BID NOTICE

Bid Number: ART04/2026

Bid Description: APPOINTMENT OF A SERVICE PROVIDER TO MANUFACTURE, DELIVER AND INSTALL UNIVERSALLY ACCESSIBLE SEATING FOR ARTSCAPE FOYERS

Name of Institution: Artscape

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

Closing Date/Time: 08 December 2026 at 13:00 pm

Enquiries:

Any enquiries regarding the bidding procedure may be directed to:

Natasja Pietersen

Supply Chain Manager

Tel number: 021 410 9835 /9800

Email: natasjap@artscape.co.za

Technical Enquiries

Mr. Andre Steenveld

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

Where bids must be delivered:

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

The envelopes must be addressed to:

Artscape, Supply Chain Management and clearly marked "APPOINTMENT OF A SERVICE PROVIDER TO MANUFACTURE, DELIVER AND INSTALL UNIVERSALLY ACCESSIBLE SEATING FOR ARTSCAPE FOYERS "

Tender No. ART04/2026 with the Bidder's name below. Bidders are welcome to attend the opening of the bids immediately following the closing of acceptance of bids.

Bidder must provide two (2) hard copies, (one (1) original bid document and one (1) copy of the original bid document) and one (1) soft copy on a flash drive.
Where bid documents can be obtained:

Website: www.etenders.gov.za
***Physical Address**:* Artscape Theatre Centre, D.F. Malan Street, Foreshore, Cape Town

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

Special Conditions:

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

2. CHECK LIST

ARTSCAPE SUPPLY CHAIN MANAGEMENT TENDER CHECKLIST

Item	Document Reference	Description	Action to be taken	Checked, Verified & Submitted
1	SBD1	Invitation to tender	To be completed in full	
2		Tax clearance requirements	Submission of a valid original tax clearance certificate or TCS Pin	
3	SBD3.1	Pricing schedule – Firm prices	To be completed in full	
4	SBD4	Declaration of Interest	To be completed in full	
5	SBD6.1	Preference points claim form	To be completed in full	
6	SBD6.2	Local Production and Content	To be completed in full	
7	SBD8	Declaration of bidders past Supply Chain Management Practices	To be completed in full	
8	SBD9	Certificate of Independent Bid Determination	To be completed in full	
9	TOR	Terms of reference/Specifications	To be read and applied	
10		Registered on the National Treasury Central Suppliers Database (CSD)	Provide the CSD Supplier Number starting with MAAA_____	
11		ISO 9001: Quality Management Systems	To be submitted	
12	GCC	General Conditions of Contract	Initial each page	

13		B-BBEE status level verification certificate	Submit a valid original B-BBEE certificate or Sworn affidavit signed by the commission of Oaths or a certified copy of a B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS View additional notes below: Note 1	
14		Company Profile	To be submitted with Bid Invitation	
15		Proposal and Price NB. Technical Threshold – 70%	To be compiled and submitted in line with the requirements of the Terms of Reference	
16		Standard Bid Documents (SBDs)	One (1) original plus, one (1) copy and an electronic copy (USB) of bid proposals and responses.	

Additional Notes:

1. Broad Based Black Economic Empowerment (B-BBEE) rating level 3 or better to be submitted.

a) Trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

b) Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

2. Checklist to be completed and attached to the proposal.
3. Incomplete documents will be regarded as non-responsive.
4. All forms to be completed in black ink.
5. No correction fluid to be used in the document, changes should be made by drawing a line through the incorrect information, and initialing the change.
6. No late quotations / bids will be accepted.
7. Artscape reserves the right to award or not award the bid, or to partially award.

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

……

……

NAME: ……

TITLE: ……

DATE: ……

3. GENERAL

Artscape requires the services as described per attached bid invitation and you are requested to complete the bidding documents and to submit it in accordance with the under mentioned stipulations:

1. The conditions contained in the attached document apply.
2. The bid must be submitted in a sealed envelope with the name and address of the bidder with the bid number and closing date indicated on the envelope. The envelope must not contain relating to any bid other than that that shown on the cover of the envelope.
3. Bids Submitted via post must be sent as per registered mail. The Bid must still reach this office before the closing date and time. Couriered bid documents must be received before the closing date and time failure to do so may invalidate the bid.
4. The closing date and time of the bid is clearly stated on the SBD1 form.
5. The attached forms, if completed in detail and returned will form part of your bid process.
6. Bidders must submit one (1) original plus, one (1) copy and an electronic copy (USB) of bid proposals and responses.

4. TENDER FORMAT

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

5. VALIDITY PERIOD

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

6. CONTRACTUAL IMPLICATIONS

After awarding the bid, this proposal together with its bidder's terms, conditions and scope of works will constitute a binding contract between Artscape and the successful bidder. The successful bidder will assume total responsibility. Artscape has the right not to award the tender.

7. TAXES AND LEVIES

Bidder must include Value Added Tax (VAT) in the tender price.

8. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE

Directive on conducting business with an organ of state, issued by the Minister for the Public Service and Administration, which took effect on the 1st of April 2024 states that an award may not be made to a person who is in the service of the state.

9. AWARDING OF CONTRACT

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

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

TECHNICAL SPECIFICATION – TERMS OF REFERNCE (ToR)

1. INTRODUCTION

Artscape is an entity of the Department Sport Arts Culture and manages the Theatre Complex which is owned by Provincial Government Western Cape. Artscape is a facilitator of the arts and host theatre productions and events open to the public. Our venues are intensively used, delivering an average of seven hundred (700) individual performances/events per year which on average attract three hundred thousand (300 000) patrons. Artscape have two large foyer spaces, the Opera and Theatre foyer spaces. Please see images below.

These large foyer spaces serve as the heart of the venue and is the starting point of the patrons' theatre experience. The foyer serves multiple purposes and cater to the diverse needs of patrons, visitors and producers. It is mainly used for pre-performance and interval gatherings, and often for informal meetups or small events, gala dinners and exhibitions.

Comfort of patrons is paramount and makes it essential that we as a theatre deliver the best experience and offer comfortable and aesthetically pleasing seating for individuals to relax and engage in conversation.

2. SCOPE OF WORK

Bid Specifications were compiled by Space Architects and Designers Pty Ltd, appointed by Artscape.

See Annexure A

Schedule of Quantities

ITEM	QTY	Unit Price (incl. VAT)
S01 	20	
S02 (with one armrest) 	20	
S02 (with two armrests) 	20	
S03 	20	
Optional Item	**QTY**	**Unit Price (incl. VAT)**
Integrated Table	10	

1. EVALUATION OF BIDDERS RESPONSE

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

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

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

2. FUNCTIONALITY CRITERIA

Functionality Evaluation Criteria Item:

(Gate 1)	
1 A.	Administrative Requirements/Compliance
	A1. It will be ascertained whether bids: a) Include original tax Clearance certificates or TCS Pin b) All standard bidding documents have been properly completed and signed off (SBD1, SBD 3.1 (Pricing), SBD 4, SBD 6.1, SBD 6.2, SBD 8 and SBD9), and c) Technical Proposal **Note: Non-compliance with the Administrative requirements will render your bid non-responsive and will result in disqualification**

B.	Functionality (Gate 2)	100
B.1 Relevant experience in bespoke commercial/public space seating	List of at least 5 similar completed within the last 3 years, including client name, contact details, project description and contract value (Artscape will be sending a reference assessment directly to these companies)	25
B.2 Quality of previous work	Portfolio containing photographs of at least 3 completed furniture projects, supported by client reference	20
B.3 Construction methodology, materials and upholstery	Technical proposal describing frame construction, foam specifications, upholstery performance, fixing methods and material data sheets demonstrating compliance with the architectural specifications	25
B.4 Manufacturing capacity	Proposed manufacturing programme, workshop/facility details, available equipment and personnel, and estimated production lead times.	15
B.5 Quality assurance, warranty and after-sales support	Written quality control procedure, proposed warranty terms, maintenance instructions and details of repair/replacement support	15

ARTSCAPE WILL SEND EACH OF YOUR REFERENCES THE REFERENCE SCALE AS BELOW FOR THEIR COMPLETION.

The feedback received from references will be used to evaluate B.1

Artscape Reference

Please rate the following on a scale of 1 (low) – 5 (high)

	Question	1 (low)	2	3	4	5 (high)
1	Company understood and was able to easily translate your requirements into the end-product					
2	Quality of the product manufactured					
3	Timeframe of from start to delivery of final product					
4	After-sales service					
5	Overall rating of the company					

Bidders who score less than 70% of the total points for functionality will be disqualified and will not be evaluated further. The bids that would have **achieved 70% or more from the Functionality Evaluation** will be further evaluated on gate III.

Gate 3 - Price and preference points system

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

3. PREFERENCE POINT SYSTEM

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

STANDARD BID DOCUMENTS

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder……	Bid Number: ART 04/2026
Closing Time 13:00 pm	Closing date 08 December 2026

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

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

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

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

*Delete if not applicable

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

……
……

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

2.3.1 If so, furnish particulars:

……
……

3 DECLARATION

I, the undersigned,

(name)..... ...in

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

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

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim

points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status level 1 = 20 points B-BBEE Status level 2 = 18 points B-BBEE Status level 3 = 14 points B-BBEE Status level 4 = 12 points B-BBEE Status level 5 = 8 points B-BBEE Status level 6 = 6 points B-BBEE Status level 7 = 4 points B-BBEE Status level 8 = 2 points Non-compliant contributor = 0 point	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company registration number: ……..

4.5. TYPE OF COMPANY/ FIRM

- ϒ Partnership/Joint Venture / Consortium
- ϒ One-person business/sole propriety
- ϒ Close corporation
- ϒ Public Company
- ϒ Personal Liability Company
- ϒ (Pty) Limited
- ϒ Non-Profit Company
- ϒ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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



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:** _____

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-

   a. abused the institution's supply chain management system;

   b. committed fraud or any other improper conduct in relation to such system; or

   c. failed to perform on any previous contract.

4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	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? **(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes	No
4.1.1	If so, furnish particulars:		
4.2	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)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes	No

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……

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

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

……	……..
Signature	Date
……	……..
Position	Name of Bidder

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" must include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;

(b) geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms must be interpreted as indicated:

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

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Tender will be manufactured.

1.17 "Local content" means that portion of the tender price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in tender documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

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

2. Application

2.1 These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tender documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions must apply.

3. General

3.1 Unless otherwise indicated in the tender documents, the purchaser must not be liable for any expense incurred in the preparation and submission of a Tender. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to Tender are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier must not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person must be made in confidence and must extend only so far as may be necessary for purposes of such performance.

5.2 The supplier must not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 must remain the property of the purchaser and must be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent Rights

6.1 The supplier must indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder must furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security must be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security must be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tender documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-tender testing will be for the account of the bidder.

8.2 If it is a Tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises must be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the tender documents and no mention is made in the contract, but during the contract period it is decided that inspections must be carried out, the purchaser must itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses must be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract equirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses must be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods must be held at the cost and risk of the supplier who must, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods must be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 must not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

9.2 The packing, marking, and documentation within and outside the packages must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service must not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

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

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract must have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty must remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser must promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier must, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract must be specified.

16.2 The supplier must furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments must be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services must be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the goods and performance of services, the supplier must promptly notify the purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser must evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension must be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to haveminor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier must be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier must continue performance of the contract to the extent not terminated.

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier must not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier must promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the contract as far as is reasonably practical, and must seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties must make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to

commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

28. Limitation of Liability

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

28.2 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties must continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser must pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28.3 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier must not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion must not apply to any obligation of the supplier to pay penalties and/or damages

to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, must not exceed the total contract price, provided that this limitation must not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a Tender must be posted to the supplier concerned by registered or certified mail and any other notice to him must be posted by ordinary mail to the address furnished in his Tender or to the address notified later by him in writing and such posting must be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, must be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier must be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract must be concluded with any bidder whose tax matters are not in order.

Prior to the award of a Tender SARS must have certified that the tax matters of the

preferred bidder are in order.

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restricted practices

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

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

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

APPENDIX A

ARTSCAPE

FINAL SPECIFICATION DOCUMENT

Universally Accessible Seating for Artscape Foyers, Including Providing Design Specifications for Manufacturing and Installation

09 September 2026

Prepared by:

SPACE

ARCHITECTS AND DESIGNERS



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ARTSCAPE
FOYER SEATING

PEOPLE
CULTURE
CONNECTION





S01





S02





S03



CONFIGURATIONS

















SPACE

1. PURPOSE AND SCOPE

This specification defines the design intent, dimensional requirements, materials, performance criteria and minimum workmanship requirements for the proposed Artscape modular foyer seating system. It is to be read together with the final design drawings, schedules, approved material samples and the specialist furniture manufacturer's shop drawings.

The seating system comprises three principal seating modules: S01 Supportive Lounge Seat, S02 Supportive Lounge Seat with Armrests and S03 Flexible Ottoman. T01 Integrated Side Table is an accessory to the seating system where indicated. Standalone coffee, café and cocktail tables are excluded from bespoke furniture design unless separately instructed.

2. DESIGN INTENT

The final system is conceived as a coordinated family of robust, comfortable and reconfigurable public furniture suitable for a high-traffic performing arts venue. The design shall maintain a consistent visual language across all modules while allowing Artscape staff to create linear, clustered, social and event configurations without permanent fixing to the building.

- Provide comfortable, upright lounge seating suitable for waiting, conversation and interval use.
- Allow routine rearrangement without specialist tools.
- Provide supportive seating options with backs and armrests for elderly and mobility-impaired patrons.
- Minimise visual and physical bulk and maintain clear foyer circulation routes.
- Use durable, maintainable, replaceable and commercially appropriate materials.
- Coordinate colour, texture and form with the existing Artscape foyer architecture.

3. GENERAL PERFORMANCE REQUIREMENTS

Item	Requirement
Application	Indoor, high-traffic public foyer / performing arts venue.
Design life	Commercial furniture construction intended for sustained institutional use. Manufacturer to state warranty and anticipated service life.
Stability	Modules shall remain stable under normal sitting, rising and leaning actions and shall not rock, tip or creep excessively during use.
Mobility	Furniture shall be capable of routine repositioning by venue staff without damage to the furniture or floor finish.
Edges	All user-contact edges and corners to be rounded or radiused. No exposed sharp edges, burrs, projecting fasteners or pinch points.
Maintainability	Upholstery, foam, feet and other high-wear components to be replaceable where reasonably practicable.
Prototype	Provide one full-scale prototype of each materially different seating type, or agreed representative prototype, for review before bulk manufacture.
Shop drawings	Specialist manufacturer to submit coordinated shop drawings showing frame construction, fixing methods, foam build-up, seams, feet, connectors and final dimensions before manufacture.

4. COMMON MATERIAL AND CONSTRUCTION SPECIFICATION

4.1 Internal Frame

- Provide kiln-dried hardwood and/or suitable furniture-grade structural timber framing, adequately sized and braced for commercial public use.
- Timber moisture content to be appropriate for internal furniture manufacture and stable at time of fabrication.
- Structural joints to be glued and mechanically fixed using screws, dowels, bolts, brackets or approved specialist furniture connections as appropriate.
- Provide additional reinforcement at armrests, backrests, feet and module-connector locations.
- Internal framing is to remain concealed in the completed furniture.

4.2 Seat Support and Foam

- Provide commercial-grade seat support using suitable webbing, springing, platform construction or approved equivalent.
- Seat foam: high-resilience polyurethane foam, nominal density not less than 35 kg/m^3, with final density/ILD selected by specialist supplier to achieve firm commercial lounge comfort and long-term shape retention.
- Backrest foam: resilient medium-density polyurethane foam shaped to provide comfortable back support.
- Where required, provide softer comfort layer and polyester/Dacron wrap to soften edges and improve upholstery finish.
- Foam selection shall be compatible with the required fire-performance strategy and upholstery system.

4.3 Upholstery

Item	Requirement
Fabric grade	Heavy-duty commercial/contract upholstery fabric suitable for intensive public use.
Abrasion	Minimum 50,000 Martindale cycles; higher-rated fabric preferred where available.
Maintenance	Stain-resistant, easy-clean finish suitable for routine commercial cleaning.

Performance	Good colourfastness, seam performance and resistance to pilling. Fabric supplier to provide technical data.
Fire performance	Fabric and upholstered assembly to satisfy applicable venue and statutory fire-performance requirements. Certificates to be submitted before approval.
Colour	Warm neutral / stone base upholstery with terracotta / burnt-clay feature upholstery, generally in a restrained coordinated palette. Final colours subject to Architect and Client approval.
Samples	Submit physical fabric samples and technical data for approval before ordering.

4.4 Feet and Floor Interface

- Low-profile powder-coated steel feet, generally black or approved dark neutral finish.
- Nominal foot height: 50-75 mm, coordinated with required finished seat height.
- Feet to be securely fixed to structural frame and capable of replacement.
- Provide durable non-marking floor-contact pads suitable for the existing foyer floor finish.
- Furniture shall not be permanently fixed to the floor unless specifically indicated.

4.5 Workmanship

- Upholstery to be taut, smooth and free of wrinkles, puckering or uneven compression.
- Seams to be straight, reinforced and consistently aligned between modules.
- Pattern direction and nap to be consistent across grouped furniture.
- Conceal staples, raw fabric edges and internal fixings.
- Undersides to be neatly finished with durable upholstery platform cloth or approved equivalent.
- Powder-coated metalwork to have an even factory-applied finish without visible weld spatter, sharp edges or coating defects.

5. S01 - SUPPORTIVE LOUNGE SEAT

S01 is the primary modular seating unit and shall provide comfortable upright lounge seating with a supportive backrest. The module is intended for general foyer use and shall form the majority of linear and clustered configurations.

Item	Requirement
Overall width	650 mm nominal
Overall depth	700 mm nominal
Overall height	Approximately 810 mm
Finished seat height	450 mm nominal
Usable seat width	Approximately 600-620 mm
Effective seat depth	Approximately 480-500 mm
Backrest height above seat	Approximately 350-370 mm
Seat/back relationship	Comfortable upright lounge posture; target included angle approximately 100-105 degrees, subject to prototype review.
Feet	Low-profile powder-coated steel with replaceable non-marking pads.
Upholstery	U01/U02 commercial upholstery as scheduled.

5.1 S01 Construction Requirements

- Backrest to be structurally integrated with the internal seat frame and adequately braced against repeated public use.
- Front seat edge to be softly radiused and sufficiently firm to assist ingress and egress.
- Avoid excessive seat rake or deep residential-style cushioning.
- Where modules are arranged in continuous rows, provide concealed removable linking provision as indicated.
- Final comfort, seat firmness and back angle to be confirmed on full-scale prototype.

5.2 Drawing Reference

Provide plan, front elevation, side elevation and typical longitudinal section at 1:10, with key seat-edge/frame/foam construction detail at 1:5.

6. S02 - SUPPORTIVE LOUNGE SEAT WITH ARMRESTS

S02 is the higher-support seating module. It shall share the principal seat, back, base and upholstery language of S01 while incorporating two firm structural armrests to assist patrons during sitting and rising.

Item	Requirement
Overall width	700 mm nominal
Overall depth	700 mm nominal
Overall height	Approximately 810 mm
Finished seat height	450 mm nominal
Clear seat width	Approximately 540-560 mm
Effective seat depth	Approximately 480-500 mm
Armrest height above seat	Approximately 200-230 mm
Overall arm height	Approximately 650-680 mm above finished floor level
Armrest width	Approximately 70-90 mm, with rounded user-contact edges
Upholstery	U01/U02 commercial upholstery as scheduled.

6.1 Armrest Requirements

- Armrests shall be structural components connected directly to the internal furniture frame.
- Armrests shall be sufficiently firm and stable to provide reasonable support during sitting and rising.
- Provide internal timber and/or steel reinforcement at arm-to-seat connection.
- Armrest top shall be comfortably padded without excessive softness or instability.
- Leading corners to be radiused and fully upholstered.
- Final arm height and comfort to be confirmed through prototype review.

6.2 Drawing Reference

Provide plan, front elevation, side elevation and typical longitudinal section at 1:10, with key armrest/frame connection detail at 1:5.

7. S03 - FLEXIBLE OTTOMAN

S03 is a compact backless seating module intended for flexible informal use, short-duration seating and extension of larger seating clusters. It shall be easy for venue staff to reposition while remaining stable during use.

Item	Requirement
Overall width	650 mm nominal
Overall depth	500 mm nominal
Overall height / seat height	450 mm nominal
Corner radius	Approximately 50-75 mm
Frame	Reinforced commercial-grade timber frame, reduced in mass where appropriate without compromising stability.
Upholstery	U01/U02 commercial upholstery as scheduled.
Feet	Low-profile powder-coated steel with non-marking pads.
Mobility	Suitable for routine manual repositioning by venue staff.

7.1 S03 Construction Requirements

- Provide resilient seat foam suitable for repeated public seating.
- All corners and upper edges to be softly radiused.
- Where required, provide concealed underside handhold or handling recess; no exposed side handles.
- Ottomans shall generally remain freestanding and shall not require module connectors unless specifically indicated.
- Overall weight to balance ease of movement with resistance to accidental displacement.

7.2 Drawing Reference

Provide plan, front elevation, side elevation and typical section at 1:10, with key upholstered corner/frame detail at 1:5.

8. T01 - INTEGRATED SIDE TABLE

T01 is an optional compact occasional surface forming part of the modular seating system. It is intended for cups, glasses and small personal items and may be positioned between seating modules or at the end of a seating group.

Item	Requirement
Nominal top width	300-350 mm
Nominal depth	450-500 mm
Nominal height	550-600 mm
Top	Durable compact laminate, solid-surface material or approved equivalent.
Support	Powder-coated steel support/frame, coordinated with seating feet.
Edges	All exposed top edges rounded/radiused.
Finish	Moisture-, stain- and routine-cleaning-resistant.
Interface	Securely connected to the seating frame or purpose-designed support as detailed; connection not to compromise reconfigurability.

Standalone coffee, café and cocktail tables shown in layouts are to be proprietary/commercially available products selected separately unless their bespoke design and technical documentation are instructed as an additional service.

9. COMMON DETAIL REQUIREMENTS

- D01 - Typical Seat / Frame / Foam Build-Up - 1:5

Show upholstery fabric, comfort wrap, high-resilience seat foam, seat support/webbing or platform, structural timber frame, base board/underside lining and steel foot. Manufacturer to coordinate exact foam thicknesses and support system.

- D02 - Backrest Construction - 1:5

Show upholstery, comfort wrap, profiled backrest foam, structural back frame, bracing and connection to seat frame. Backrest shall resist repeated leaning loads without perceptible looseness.

- D03 - Upholstered Edge / Seam - 1:2 or 1:5

Show radiused foam edge, wrap, reinforced/double-stitched seam where appropriate, concealed staple/fixing zone and clean transition to underside. Seam type to suit selected fabric and manufacturer's tested upholstery method.

- D04 - Steel Foot / Frame Connection - 1:5

Show structural timber frame, steel fixing plate/bracket, mechanical fixing, powder-coated steel foot and replaceable non-marking pad. Fixings to be concealed from normal view.

- D05 - Removable Module Connector - 1:5

Provide concealed proprietary or fabricated furniture connector permitting adjacent S01/S02 modules to be temporarily linked. Connector shall be robust, concealed, replaceable and disconnectable by venue staff without specialist tools.

- D06 - Armrest / Frame Connection - 1:5

Show reinforced armrest frame, padding, upholstery, structural fixing and connection into main seat frame. Connection shall resist repeated downward and lateral user loads.

- D07 - Typical Floor Interface / Non-Marking Foot - 1:2

Show powder-coated foot, replaceable non-marking pad and finished floor interface. Select pad material to prevent staining, scratching or damage to existing floor finishes.

- D08 - T01 Integrated Table Interface - 1:5

Show table top, support frame, connection to seating structure and required clearances. Table shall remain stable under normal use and shall not introduce sharp projections or obstruct user access.

10. ERGONOMIC AND INCLUSIVE DESIGN REQUIREMENTS

- Maintain a nominal finished seat height of 450 mm across S01, S02 and S03 to create a consistent seating family and facilitate transfer between modules.
- S02 armrests are to provide a firm hand/forearm support point for patrons requiring assistance when sitting or standing.
- Avoid excessively deep seats, low seat heights and soft cushions that may make rising difficult for elderly patrons.
- Furniture layouts shall maintain required circulation, escape and accessible routes and shall not obstruct doors, stairs, balustrades, service points or statutory signage.
- Provide a reasonable distribution of S02 supportive seats throughout the final layout rather than isolating them in a separate area.
- Final ergonomic dimensions are subject to review of the full-scale prototype.

11. FIRE, HEALTH AND SAFETY

The specialist supplier shall confirm that all proposed upholstery fabrics, foams, linings and composite upholstered assemblies are suitable for the intended public-assembly application and comply with the applicable statutory, venue, fire-safety and procurement requirements. Relevant product data, certificates and test reports shall be submitted for review.

- No exposed combustible foam.
- No sharp or hazardous projections.
- Furniture arrangement shall not reduce required escape widths or obstruct emergency equipment.
- Finishes and cleaning products shall be suitable for occupied public interiors.
- Any glass or brittle table components are to be avoided unless specifically approved and appropriately safety-rated.

12. COLOUR AND MATERIAL REFERENCES

Item	Requirement
U01 - Main Upholstery	Warm neutral / stone textured commercial upholstery. Intended as the dominant upholstery tone.
U02 - Feature Upholstery	Terracotta / burnt-clay commercial upholstery used selectively to create identity and visual warmth.
M01 - Metalwork	Black or dark charcoal powder-coated steel, low-sheen finish.
T01 Top	Dark compact laminate, solid surface or approved equivalent; matte/low-sheen finish preferred.
General	Final materials and colours to be selected from approved physical samples and coordinated with existing Artscape finishes.

As a general design guide, the seating palette should remain predominantly neutral with controlled use of the feature terracotta tone to avoid visual clutter within the already patterned foyer environment.

13. SUBMITTALS AND APPROVALS

- Dimensioned specialist shop drawings for all modules and accessories.
- Internal frame and fixing details.
- Full foam specification including density and supplier product references.
- Upholstery technical data sheets and physical samples.
- Metal finish sample.
- Table-top sample where T01 is used.
- Fire-performance documentation applicable to the selected materials and assembly.
- Cleaning and maintenance instructions.
- Warranty information.
- Full-scale prototype for review before bulk manufacture.

14. PROTOTYPE REVIEW

Bulk manufacture shall not commence until the agreed prototype has been reviewed. Prototype review is intended to confirm design intent, overall proportions, seat height and depth, back angle, armrest support, firmness, stability, seam quality, colour, material junctions, feet, floor interface and general workmanship. Review of a prototype does not relieve the specialist manufacturer of responsibility for structural adequacy, durability, statutory compliance or manufacturing quality.

15. INSTALLATION AND HANDOVER

- Deliver furniture protected against damage, moisture and soiling.
- Inspect all items on delivery and replace or repair damaged items before handover.
- Position furniture in accordance with the approved final layout.
- Set and align linked modules accurately and confirm connectors operate correctly.
- Confirm all feet and floor pads are secure and do not mark the existing floor finish.
- Remove labels, packaging, adhesive residue and construction dust.
- Provide final cleaning and maintenance information to Artscape.
- Provide schedule of approved fabrics, finishes and replacement component references for future maintenance.

16. SPECIALIST DESIGN RESPONSIBILITY

IMPORTANT: Final internal frame member sizes, structural connections, specialist hardware, foam build-up, manufacturing methodology and fabrication tolerances shall be developed and verified by the specialist furniture manufacturer in accordance with the Architect's design intent and this performance specification. Shop drawings and prototype are to be submitted for review prior to bulk manufacture.

17. GENERAL NOTES

- Do not scale dimensions from presentation renders.
- Written dimensions take precedence over scaled dimensions.
- All dimensions are nominal design dimensions and are to be coordinated with approved shop drawings and prototype.
- Any proposed deviation from the approved design, material, dimension or finish shall be submitted to the Architect for approval before manufacture.
- Equivalent products may only be substituted where their performance, appearance and durability are demonstrated to be equal to or better than the specified requirement and are approved before use.
- The furniture manufacturer shall verify quantities against the final approved furniture layout before manufacture.

Document	Artscape Foyer Seating Design - Final Design Specification
Status	Final Design
Date	September 2026
Prepared by	Space Architects and Designers (Pty) Ltd

ARTSCAPE

FOYER SEATING DESIGN

FINAL DESIGN

SEPTEMBER 2026



PREPARED BY

SPACE

ARTSCAPE
FOYER SEATING

PEOPLE
CULTURE
CONNECTION



GATHERING ROOM
A WELCOMING SPACE FOR ALL

A
MORE
INCLUSIVE
TOMORROW

MODULAR SEATING
FOR A VIBRANT
PUBLIC SPACE



DETAIL
MATERIALITY, TEXTURE, CRAFT



LINEAR ARRANGEMENT
IDEAL FOR EDGES AND CIRCULATION SPACES



SOCIAL ISLAND
ENCOURAGES CONVERSATION AND CONNECTION



FLEXIBLE CONFIGURATION
ADAPTS TO EVENTS AND DIFFERENT AUDIENCES



A TIMELESS PALETTE
ROOTED IN PLACE

ARTSCAPE
CAPE TOWN | SOUTH AFRICA

SPACES FOR EXTRAORDINARY EXPERIENCES

ARTSCAPE
FOYER SEATING SYSTEM

PEOPLE | CULTURE | CONNECTION

3 MODULES. 6 CONFIGURATIONS. MULTIPLE POSSIBILITIES.

A flexible, comfortable and durable seating system for Artscape's foyers.
Designed to welcome all, adapt to every occasion and enhance the visitor experience.

A SPACE FOR EVERYONE



S01 | LOUNGE SEAT
Supportive seat with backrest.





S02 | LOUNGE SEAT + ARMREST
Supportive seat with armrest
for added comfort and accessibility.





S03 | OTTOMAN
Flexible backless module.



6 CONFIGURATIONS

ADAPTABLE SPACES. LASTING IMPRESSIONS.

01 LINEAR LOUNGE
4 – 6 people



Ideal for foyer edges, walls and circulation spaces.

02 SOCIAL PAIR
4 people



Encourages conversation and social interaction.

03 L-SHASPED CLUSTER
5 – 6 people



Creates intimate spaces for small groups and families.

04 GATHERING ISLAND
6 – 8 people



A versatile arrangement for main foyers and events.

05 THEATRE CURVE
6 – 8 people



A sculptural yet flexible configuration with a strong presence.

06 EVENT MODE
8+ people



Breaks down into individual pieces for large crowds and functions.

FLEXIBLE
Easy to move and reconfigure.

FOR ALL
Accessible, comfortable and inclusive.

DURABLE
Commercial grade materials for longevity.

EASY MAINTENANCE
Fabrics and finishes that are easy to clean.

ARTSCAPE
MORE THAN A VENUE
A SHARED EXPERIENCE

MODULAR SEATING FOR A MORE INCLUSIVE TOMORROW

CAPE TOWN | SOUTH AFRICA

S01 | SUPPORTIVE LOUNGE SEAT

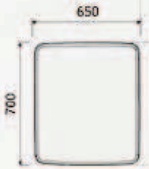
MODULAR. COMFORTABLE. VERSATILE.



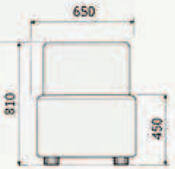
A comfortable and durable modular lounge seat designed for public use, providing supportive seating with a refined, contemporary aesthetic.

PEOPLE
CULTURE
CONNECTION

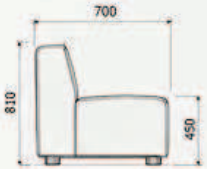
PLAN 1:10



FRONT ELEVATION 1:10



SIDE ELEVATION 1:10



SECTION 1:10



KEY DETAIL - SEAT EDGE 1:5



MATERIAL REFERENCES



SPECIFICATION NOTES

- Overall size: 650W x 700D x 810H
- Seat height: 450mm
- Upholstery: commercial grade, min. 50,000 Martindale
- High resilience foam, min. 35kg/m³
- Timber internal frame, fully braced
- Powder-coated steel feet with non-marking pads
- Suitable for high-traffic public spaces
- Dimensions to be confirmed on prototype

S02 | SUPPORTIVE LOUNGE SEAT WITH ARMRESTS

INCLUSIVE. SUPPORTIVE. ELEGANT.



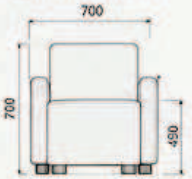
A supportive lounge seat with integral armrests, designed to assist elderly and mobility-impaired users while maintaining a refined and contemporary aesthetic.

PEOPLE
CULTURE
CONNECTION

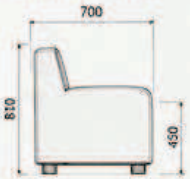
PLAN 1:10



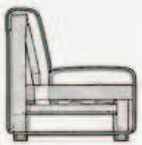
FRONT ELEVATION 1:10



SIDE ELEVATION 1:10



SECTION 1:10



KEY DETAIL - ARMREST 1:5



MATERIAL REFERENCES



SPECIFICATION NOTES

- Overall size: 700W x 700D x 810H
- Seat height: 450mm
- Armrest height (AFFL): 650–680mm
- Upholstery: commercial grade, min. 50,000 Martindale
- High resilience foam, min. 35kg/m³
- Timber internal frame with structural armrests
- Powder-coated steel feet with non-marking pads
- Suitable for high-traffic public spaces
- Dimensions to be confirmed on prototype

S03 | FLEXIBLE OTTOMAN

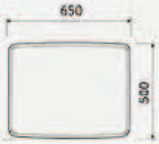
ADAPTABLE. MULTI-FUNCTIONAL. TIMELESS.



A flexible, backless seating module that can be used independently or in combination with other modules to create a variety of seating configurations.

PEOPLE
CULTURE
CONNECTION

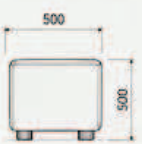
PLAN 1:10



FRONT ELEVATION 1:10



SIDE ELEVATION 1:10



SECTION 1:10



KEY DETAIL - CORNER 1:5



MATERIAL REFERENCES



SPECIFICATION NOTES

- Overall size: 650W x 500D x 450H
- Upholstery: commercial grade, min. 50,000 Martindale
- High resilience foam, min. 35kg/m³
- Timber internal frame, lightweight design
- Powder-coated steel feet with non-marking pads
- Easy to move and reconfigure
- Suitable for high-traffic public spaces
- Dimensions to be confirmed on prototype

COMMON DETAILS & SPECIFICATIONS

QUALITY IN THE DETAILS. DESIGNED FOR A LONGER LIFE.

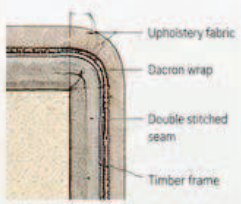
D01 TYPICAL SEAT / FRAME / FOAM BUILD-UP



D02 BACKREST CONSTRUCTION 1:5



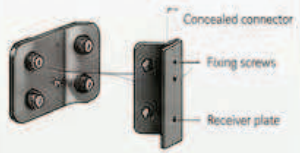
D03 UPHOLSTERED EDGE / SEAM 1:2



D04 STEEL FOOT / FRAME CONNECTION 1:5

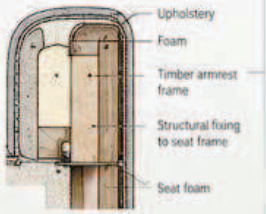


D05 REMOVABLE MODULE CONNECTOR 1:5



Allows modules to be linked and easily disconnected by staff without specialist tools.

D06 ARMREST FRAME CONNECTION 1:5



D07 FLOOR INTERFACE 1:2



D08 T01 INTEGRATED TABLE INTERFACE 1:5

