KWAZULU-NATAL PROVINCE
SPORT, ARTS AND CULTURE
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF SPORT, ARTS AND CULTURE

KWAZULU-NATAL PROVINCE

TENDERING PROCEDURES, RETURNABLE DOCUMENTS, AGREEMENT AND CONTRACT DATA

INVITATION FOR EXPRESSION OF INTEREST: ESTABLISHMENT OF A PANEL OF PROJECT MANAGERS TO PROVIDE PROJECT MANAGEMENT SERVICES FOR INFRASTRUCTURE PROJECTS FOR A PERIOD OF 36 MONTHS

BID NO: TENDER NUMBER: ZNB 012/2627

TENDER CLOSING DATE: 22 JANUARY 2027 @ 12H00

Department of Sport, Arts and Culture

Heritage House
222 Jabu Ndlovu Street
Pietermaritzburg
3200

Contact: 078 708 5853
Name: Mr. M. Mazibuko (SCM)
E-mail: mazibukom@kzndsac.gov.za

Heritage House
222 Jabu Ndlovu Street
Pietermaritzburg
3200

Contact: 065 662 1466
Name: Mr. V. Qwabe (Technical)
E-mail: vezi.qwabe@kzndsac.gov.za

Name of Bidder: _____

Central Supplier's Database (CSD) No. MAAA: _____

Briefing Session Date:	7 December 2026 @11am
Briefing Session Venue:	135 Pietermaritz Street, Sport and Recreation House, Pietermaritzburg
This Tender closes at:	12:00 on 22 January 2027 Offices of the Department of Sport, Arts and Culture, 222 Jabu Ndlovu Street, Pietermaritzburg
Deadline for Submission of Technical Enquiries:	15 January 2027

LATE SUBMISSIONS WILL NOT BE CONSIDERED

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DOCUMENT CHECKLIST

This document checklist is provided to assist the Respondent.

SECTION	DOCUMENT	SUBMITTED [YES/NO] (To be completed by respondent)
PART A	INVITATION TO BID (SBD 1)	
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	
SECTION A	NOTICES TO RESPONDENTS REGARDING THE COMPLETION OF FORMS	
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS IS CORRECT AND UP TO DATE	
SECTION D	EXPRESSION OF INTEREST DATA	
SECTION E	BIDDER'S DISCLOSURE (SBD 4)	
SECTION F	OFFICIAL BRIEFING SESSION FORM	
SECTION G	AUTHORITY TO SIGN THE BID	
SECTION H	CONTRACT FORM (SBD 7)	
SECTION I	GENERAL CONDITIONS OF CONTRACT	
SECTION J	SPECIAL CONDITIONS OF CONTRACT	
SECTION K	SCOPE OF WORKS AND ACTIVITTIES	
SECTION L	EVALUATION CRITERIA	
SECTION M	TERMS AND CONDITIONS DURING PROJECT EXECUTION	
ANNEXURE A	SCHEDULE OF PROJECTS COMPLETED	
ANNEXURE B	CURRICULUMN VITAE	

RETURNABLE DOCUMENTS		
SECTION	**DESCRIPTION**	**PAGE NO.**
PART A	INVITATION TO BID (SBD 1)	5
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	6
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS IS CORRECT AND UP TO DATE	9
SECTION D	EXPRESSION OF INTEREST DATA	10
SECTION E	BIDDER'S DISCLOSURE (SBD 4)	11
SECTION F	OFFICIAL BRIEFING SESSION FORM	13
SECTION G	AUTHORITY TO SIGN THE BID	14
SECTION H	CONTRACT FORM (SBD 7)	15
	RECORD OF ADDENDA	17
	COMPULSORY ENTERPRISE QUESTIONNAIRE	18
SECTION K	SCOPE OF WORKS AND ACTIVITTIES	29
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ANNEXURE C	REFERENCE LETTERS	39

NOTE: The Respondent is required to complete each schedule and form listed above in full, as the evaluation of tenders and the eventual contract will be based on the information provided by the Respondent. Failure of a Respondent to complete the schedules and forms in full may lead to rejection on the grounds that the tender is non-responsive.

SBD1

PART A

INVITATION TO EXPRESSION OF INTEREST

YOU ARE HEREBY INVITED TO SUBMIT EXPRESSION OF INTEREST FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF SPORT, ARTS AND CULTURE AS DESCRIBED BELOW:

EXPRESSION OF INTEREST NO	**ZNB 012/2627**	**CLOSING DATE:**	**22 JANUARY 2027**	**CLOSING TIME:**	**12:00**
DESCRIPTION	**INVITATION FOR EXPRESSION: ESTABLISHMENT OF A PANEL OF PROJECT MANAGERS TO PROVIDE PROJECT MANAGEMENT SERVICES FOR INFRASTRUCTURE PROJECTS WITHIN KWAZULU NATAL DEPARTMENT OF SPORT, ARTS AND CULTURE FOR A PERIOD OF 36 MONTHS**				

EXPRESSION OF INTEREST RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE EXPRESSION OF INTEREST BOX SITUATED AT (STREET ADDRESS)

HERITAGE HOUSE	***Monday to Friday: 08:00 until 16:00*** **Up to 12:00 on the date of closure**
222 JABU NDLOVU STREET	Under no circumstances must suppliers submit their Tender offers/ responses to the official whose name appears on the enquiries.
PIETERMARITZBURG, 3200	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mr. M Mazibuko**	CONTACT PERSON	**Mr. V Qwabe**
TELEPHONE NO.	078 708 5853	TELEPHONE NO.	065 662 1466
FACSIMILE NO.	**N/A**	FACSIMILE NO.	**N/A**
E-MAIL ADDRESS	mawonga.mazibuko@kzndsac.gov.za	E-MAIL ADDRESS	vezi.qwabe@kzndsac.gov.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 SUPPLIE R DATABAS E 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.

SBD1

PART B

TERMS AND CONDITIONS FOR EXPRESSION OF INTEREST

1. EXPRESSION OF INTEREST SUBMISSION:

1.1. EXPRESSION OF INTERESTS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE EXPRESSION OF INTERESTS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL EXPRESSION OF INTERESTS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE EXPRESSION OF INTEREST DOCUMENT.**

1.3. THIS EXPRESSION OF INTEREST IS SUBJECT TO THE CONDITION OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.**

2. TAX COMPLIANCE REQUIREMENTS

2.1 RESPONDENTS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

2.4 RESPONDENTS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE EXPRESSION OF INTEREST.

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

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

2.7 NO EXPRESSION OF INTERESTS 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:	
DATE:	
CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution)	

SBD1

SECTION A

NOTICES TO RESPONDENTS REGARDING THE COMPLETION OF FORMS

PLEASE NOTE THAT THIS CALL FOR EXPRESSION OF INTEREST IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the Expression of Interest forms be retyped or redrafted. Photocopies of the original Expression of Interest documentation may be used, but an original signature must appear on such photocopies.
3. The Respondent is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Expression of Interests submitted must be complete in all respects.
5. Expression of Interests shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the Expression of Interest documents.
6. Each Expression of Interest shall be addressed in accordance with the directives in the EXPRESSION OF INTEREST documents and shall be lodged in a separate sealed envelope, with the name and address of the Respondent, the Expression of Interest number and closing date indicated on the envelope. The envelope shall not contain documents relating to any Expression of Interest other than that shown on the envelope. If this provision is not complied with, such Expression of Interests may be rejected as being invalid.
7. All Expression of Interests received in sealed envelopes with the relevant Expression of Interest numbers on the envelopes are kept unopened in safe custody until the closing time of the Expression of Interests. Where, however, an Expression of Interest is received open, it shall be sealed. If it is received without an Expression of Interest number on the envelope, it shall be opened, the Expression of Interest number ascertained, the envelope sealed, and the Expression of Interest number written on the envelope.
8. A specific box is provided for the receipt of Expression of Interests, and no Expression of Interest found in any other box or elsewhere subsequent to the closing date and time of Expression of Interest will be considered.
9. No Expression of Interest sent through the post will be considered if it is received after the closing date and time stipulated in the Expression of Interest documentation, and proof of posting will not be accepted as proof of delivery.
10. No Expression of Interest submitted by telefax, telegraphic or other electronic means will be considered.
11. Expression of Interests documents must not be included in packages containing samples. Such Expression of Interests may be rejected as being invalid.
12. Any alteration made by the Respondent must be initialled. If not initialled the Respondent may be disqualified.
13. Use of correcting fluid is prohibited
14. Expression of Interests will be opened in public as soon as practicable after the closing time of Expression of Interest.
15. Where practical, prices are made public at the time of opening Expression of Interests
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Expression of Interest Document must be initialled on each and every page of the bid document.
18. Part A of the Expression of Interest must be completed and failure to do so shall lead to disqualification.
19. Expression of Interests submitted must be complete in all respects, spaces requiring information must be filled in, shown as “not applicable” and not left blank.
20. Respondents failing to adhere to the requirements as stipulated above and in the Expression of Interest Document shall be disqualified.
21. KZNDSAC reserves the right not to make an award. the Department reserves the right to re-open process of soliciting the Expression of Interest offers/ appointing a consultant at any time should it deemed necessary to do so.

SECTION B
REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

2. Prospective suppliers should self-register on the CSD website www.csd.gov.za

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;

3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.

4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances**.

5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS CORRECT AND UP TO DATE

(To be completed by Respondent)

THIS IS TO CERTIFY THAT I (name of Respondent/authorised representative) ……

WHO REPRESENTS (state name of Respondent) ……

I AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE RESPONDENT'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS EXPRESSION OF INTEREST.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS EXPRESSION OF INTEREST FROM THE EXPRESSION OF INTERESTDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS EXPRESSION OF INTEREST.

.....

SIGNATURE OF RESPONDENT OR AUTHORISED REPRESENTATIVE

DATE: .....

SECTION D
EXPRESSION OF INTEREST DATA

The Expression of Interest Data shall be read with the Standard Conditions for the Calling for Expression of Interest Annex D of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 423 in the Government Gazette No. 42622 of 08 August 2019, in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

Each item of Expression of Interest Data given below is cross-referenced to the relevant clause in the Standard Conditions for the calling for Expression of Interest. The Conditions of Tender are the Standard Conditions for the calling for Expression of Interest as contained in Annex D of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 423 in the Government Gazette No. 42622 of 08 August 2019.

The standard conditions for the calling for Expression of Interest make several references to the expression of interest data for details that apply specifically to this tender. The expression of interest data shall have precedence in the interpretation of any ambiguity or inconsistency between the expression of interest data and the standard conditions for the calling for Expression of Interest.

Each item of data given below is cross-referenced to the clause in the standard conditions for the calling for expressions of interest to which it mainly applies.

.....

SIGNATURE OF RESPONDENT OR AUTHORISED REPRESENTATIVE

DATE: .....

SECTION E
BIDDERS DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to Expression of Interest. 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 Respondent to make this declaration in respect of the details required hereunder.

1.2 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 Expression of Interest process.

2. RESPONDENT'S DECLARATION

2.1 Is the Respondent, 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 Respondent, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars: ……

……

2.3 Does the Respondent 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 Expression of Interest for this contract? **YES/NO**

2.3.1 If so, furnish particulars: ……

……

[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.

3 DECLARATION

I, the undersigned, (name)…….. in submitting the accompanying Expression of Interest, 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 Expression of Interest will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The Respondent has arrived at the accompanying Expression of Interest 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 Expression of Interest.

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 Expression of Interest, Expression of Interest with the intention not to win the Expression of Interest and conditions or delivery particulars of the products or services to which this Expression of Interest invitation relates.

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

3.6 There have been no consultations, communications, agreements or arrangements made by the Respondent with any official of the procuring institution in relation to this procurement process prior to and during the Expression of Interest process except to provide clarification on the Expression of Interest submitted where so required by the institution; and the Respondent was not involved in the drafting of the specifications or terms of reference for this Expression of Interest.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Expression of Interests and contracts, Expression of Interests 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 EXPRESSION OF INTEREST 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 bid der

Every question must be answered individually on this form, whether a relationship is present or not: Failure to do so will invalidate your tender/Expression of Interest

[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.

SECTION F

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: **DEPARTMENT OF SPORT, ARTS AND CULTURE**

Quotation Reference No: **DSAC 012/2627**

GOODS/SERVICE/WORK: INVITATION FOR EXPRESSION: ESTABLISHMENT OF A PANEL OF PROJECT MANAGERS TO PROVIDE PROJECT MANAGEMENT SERVICES FOR INFRASTRUCTURE PROJECTS FOR A PERIOD OF 36 MONTHS

****

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Visited and inspected the site on ___ /___/_____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

_____
Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ___ /___ /_____

_____
Name of Departmental Representative
(PRINT NAME)

Departmental Stamp	**Signature**
	_____

NB: TO Respondent

- *Bidders are required to print and submit hard copies of certificate during briefing session.*
- *Bidders are required to be at least 15 minutes before the start of the briefing session.*
- *Briefing session is scheduled for 11:00.*
- *Doors close at 11:00 and under no circumstances will the late attendants be allowed after closing time.*
- *The certificate of attendance must be submitted together with the bid document in its original form as both the certificate of attendance and the attendance register will both serve as proof of attendance at the above-mentioned briefing session. Failure to comply with this bid condition will invalidate the bid*

SECTION G
AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

whose signature is .....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, a separate list should be attached)

Note:
Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SBD 7

SECTION H

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to the **Department of Sport, Arts and Culture** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **DSAC 008/2627** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 ……..

2 ……..

SBD 7

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

RECORD OF ADDENDA TO TENDER DOCUMENTS

The undersigned confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer. ***(Addenda can only be issued following approval from the Employer. The Employer's representative is not allowed to issue addenda to bidders without prior approval in terms of the SCM Delegations).***

ADDENDUM NO.	DATE	TITLE OR DETAILS

Signed		**Date**	
Name		**Position**	
Bidder			

(Of person authorised to sign on behalf of the Tenderer)

Failure to complete, sign and date this form or failure to acknowledge receipt of each Addendum issued shall result in the expressions of interest being considered non-responsive in terms of the Conditions for the calling of Expressions of interest and such an Expressions of interest shall be rejected.

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any: Not Applicable

Section 4: CSD number: MAAA

Section 5: Particulars of sole proprietors and partners in partnerships:

Name*	Identity number*	Personal income tax number

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Enterprise name			

Failure to complete, sign and date this form shall result in the expressions of interest being considered non-responsive in terms the Conditions for the calling of Expressions of Interest and such an Expressions of Interest shall be rejected.

SECTION I

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

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

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

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

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

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

1.25 Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The services supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

7.4 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 bidding documents or another form acceptable to the purchaser; or

7.5 a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

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

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

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

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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

10 Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11 Insurance

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

12 Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13 Incidental Services

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

(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 shall 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, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14 Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(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 shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

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

16 Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

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

18 Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19 Assignment

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

20 Subcontracts

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

21 Delays in the supplier's performance

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22 Penalties

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

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 judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(a) the name and address of the supplier and / or person restricted by the purchaser;
(b) the date of commencement of the restriction
(c) the period of restriction; and
(d) the reasons for the restriction.

23.6.1 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24 Anti-dumping and countervailing duties and rights

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

25 Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

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 shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28 Limitation of liability

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

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

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

29 Governing language

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

30 Applicable law

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

31 Notices

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

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

32 Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33 National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

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

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

SECTION J
SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 180 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 The contract is for a period as stated in the bid document for 36 months

2. EVALUATION CRITERIA

There are three main stages in the selection process, namely, ensuring that bids comply with Administrative Compliance, Mandatory Requirements and Functionality Compliance.

2.1. Stage 1 - Administrative Compliance

2.1.1. The bid submitted must be complete in all respects.

2.1.2. The standard bidding documents must be duly completed and be submitted with the bid at the time of closing of the bid:

2.1.3. Failure to comply with the Supply Chain Administrative Compliance shall result in the offer being considered non-responsive and shall be rejected.

2.2. Stage 2 - Mandatory Requirements

2.2.1. A bidder must comply will all the mandatory requirements outlined in the bid document. Failure to comply with the Mandatory Requirements shall result in the offer being considered non-responsive and shall be rejected.

2.3. Stage 3 – Functionality

2.3.1. To assess the execution capacity of the bidder, all the documents outlined in the bid document must be submitted on the closing date and time of the bid.

2.3.2. Failure to meet the minimum passing score of 70% on the functionality criteria will be deemed the bidder non-responsive and shall be disqualified.

3. BID APPEAL TRIBUNAL (BAT)

BAT finds its establishment in the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

3.1 The bidder must, within five working days of receipt of the notification of an award, deliver written notification of an intention to appeal.

3.2 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.

3.3 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.

3.4 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.

3.5 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

The address provided for the lodging of appeals is:

Email: Batsecretariat@kzntreasury.gov.za

The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

SECTION K
SCOPE OF WORK AND ACTIVITY

1. The scope of work for the duration of the contract is summarised in the following table.
2. The specific scope will be determined on a project-by-project basis.

Category	Scope of Work	Activity (Not limited to)
1) New and Upgrades of Buildings (Libraries, Art Centre's, Museums, Monuments & Sport Facilities)	Providing Professional Services of Project Managers, technical assistance (which includes assessment of buildings and sport facilities, monumental structures and development of designs, prepare procurement documents of contractors, site supervision, contract management, financial control, quality control, co-ordination, monitoring and reporting services) on the implementation of various infrastructure projects within the KwaZulu-Natal Province.	Buildings and Sport Facilities with simple and medium performance requirements of character and designs or details, which require the professional services of Project Managers to lead team of Architects, Quantity Surveyors, SHE Agents, Civil, Structural Engineers and Electrical Engineers.

Signed		Date	
Name		Position	
Respondent name			

Failure to complete, sign and date this form and failure to provide the certificate(s) in the form of resolution as described above shall result in the expressions of interest being considered non-responsive in terms of the Conditions for the calling of Expressions of interest shall be rejected

SECTION L
EVALUATION CRITERIA

There are three main stages in the selection process, namely, ensuring that bids comply with administrative Compliance, Mandatory Requirements and Functionality.

Stage 1 - Administrative Compliance

The following items in the Expression of Interest Document must be duly completed and be submitted with the Expression of Interest submission at the time of closing of the date.

CRITERIA	YES/NO	REMARKS
INVITATION TO BID (SBD 1)		
TERMS AND CONDITIONS FOR BIDDING (SBD 1)		
REGISTRATION ON CENTRAL SUPPLIERS DATABASE		
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS		
OFFICIAL BRIEFING SESSION FORM		
BIDDER'S DISCLOSURE (SBD 4)		
AUTHORITY TO SIGN THE BID		

Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid.

Stage 2 - Mandatory Requirements

The following mandatory documents must be submitted with the bid at the time of closing of the bid:

MINIMUM REQUIREMENTS	YES/NO	PROOF TO BE PROVIDED
Compulsory Briefing session attendance		Section must be signed and stamped. All signatures must be original.

Stage 3 – Functionality

Expression of Interest Proposals will be evaluated on the functionality outlined below.

Bidders are to obtain a minimum of 70 points of the total functionality points.

Functionality Area	Points
Previous Experience	**40**
Key Personnel	**40**
Quality Assurances	**20**
Total	**100 Points**

ALLOCATION OF FUNCTIONALITY POINTS

<table>
<tr><th colspan="3">FUNCTIONALITY CRITERIA</th></tr>
<tr><th>Description</th><th>Total Points</th><th>Means of verification</th></tr>
<tr><td colspan="3">1. PREVIOUS PROJECT EXPERIENCE (40 POINTS)
Company Previous Experience on Libraries, Arts Centres, Museums, Sports Fields or similar building project work.</td></tr>
<tr><td>Minimum of Five (5) Number of Libraries, Arts Centres, Museums, Sports Fields or similar building projects work successfully completed by the entity.

NOTES: supporting document to be provided with contact details of references. Only letters from the Client will be considered

- Appointment letters or Purchase Order,
- Reference letters.

Reference letters of projects completed which are older than 15 years will not be accepted.</td><td>(40 POINTS)

Construction Project Management (Building, Sport facilities, Sculptures and Monuments)

5 points per project up to the maximum of 40 points</td><td>1. Fully completed Annexure A.
2. Copy of Purchase Order or Appointment Letter on the letterhead of the entity.
3. Reference Letters with client letter head signed by a delegated official on a company stamp reflecting the following:
(a) Project name, description of service provided.
(b) Project cost and duration of Project,
(c) Client details (name and number of contact person).
(d) Goods/services supplied according to the required quality as per the description/specification and were delivered on time. (Scoring: Excellent/ Good/ Satisfactory/ Poor)
(e) The overall performance of the project. (Scoring: Excellent/ Good/ Satisfactory/ Poor)</td></tr>
<tr><td colspan="3">2. KEY PERSONNEL [40 POINTS]</td></tr>
<tr><td>Experience of the Project Manager involved in the delivery of the project as the Project Manager.</td><td>Professional Construction Project Manager

Signed CV with Proof of Qualification and Professional Registration for SACPCMP.

<table><tr><td>10 years and above</td><td>=</td><td>40</td></tr><tr><td>8 - 9 years</td><td>=</td><td>20</td></tr><tr><td>6 - 7 years</td><td>=</td><td>10</td></tr><tr><td>3 - 5 years</td><td>=</td><td>5</td></tr><tr><td>0 - 2 years</td><td>=</td><td>0</td></tr></table></td><td>Detailed CV of Professional registered with the South African Council for the Project and Construction Management Professions and relevant qualifications (Built Environment Qualifications) (Annexure C)

Note: Number of years' experience to be considered post registration.</td></tr>
<tr><td colspan="3">3. QUALITY ASSURANCES [20 POINTS]</td></tr>
<tr><td>Controls & Practices - Quality Assurance System Type</td><td>Certification
<table><tr><td>ISO /SANS Certification (ISO 9001)</td><td>=</td><td>20</td></tr><tr><td>In house Quality Assurance system</td><td>=</td><td>5</td></tr><tr><td>No Quality Assurance system</td><td>=</td><td>0</td></tr></table></td><td>NOTES:

Proof of certification to be provided.

Copy required for In House Quality Assurance System.</td></tr>
</table>

OTHER

a) SOURCING STRATEGY AT A PROJECT LEVEL

Once the panel of Project Managers has been established, the Department will procure services on a project-by-project basis through a Request for Quotation (RFQ) process.

All service providers appointed to the panel will be invited to submit quotations for each project, based on the specific scope of work and requirements outlined in the relevant RFQ.

The quotations received will be evaluated in accordance with the evaluation criteria and requirements specified in the RFQ. The appointment of a service provider will be made on a project-by-project basis, as and when the Department's construction-related projects are implemented

b) RESPONDENTS OBLIGATION

Respondents are required to submit supporting documents as specified for the panel.

Please note that being placed on the panel will not necessarily mean that a service provider is guaranteed to obtain project/s in this regard from the Department. The Department will implement for calling of quotes for project specific activities from the service providers placed on the respective panel. All service providers appointed to the panel shall be officially informed of acceptance in writing.

c) EXPRESSION OF INTEREST RIGGING / COLLUSION AT QUOTATION STAGE.

EXPRESSION OF INTEREST rigging (or collusive quoting) 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 quoting process. Expression of Interest rigging is, therefore, an agreement between competitors not to compete.

Respondents are advised to only tender with one company, tendering with more than one company will result to disqualification.

This will be verified through CSD with companies registered under director's ID number.

Service providers on the panel will, be required to provide suitable resources to provide assistance in the various categories of the scope of works, will be required to work within the budgets agreed upon.

Engagement letters will be signed between the service provider and the KZN Department of Sport, Arts and Culture for each project awarded.

SECTION M

TERMS AND CONDITIONS DURING PROJECT EXECUTION.

Depending on the Contract Terms of Reference of each project, the deliverable per project will include:

Provide full professional Project Management Services

STAGE 1- INCEPTION

1.1. Facilitate the development of a Clear Project Brief.
1.2. Establish in conjunction with the client, consultants, and all relevant authorities the site characteristics necessary for the proper design and approval of the intended projects.
1.3. Management the integration of the preliminary design to form the basis for the initial viability assessment of the project.
1.4. Prepare, co-ordinate and monitor a Project initiation Programme.
1.5. Facilities the preparation of the Preliminary Viability Assessment of the project.
1.6. Facilities client approval of all Stage 1 documentation.

STAGE 2 - CONCEPT AND VIABILITY

2.1. Communicate the project brief to the consultants and monitor the development of the concept and Feasibility within the agreed brief
2.2. Agree the format and procedures for the cost control reporting by the cost consultants on the project.
2.3. Co-ordinate and integrate the income stream requirements of the clients into the concept design and feasibility
2.4. Manage and monitor the preparation of the projects costing by other consultants
2.5. Prepare and co-ordinate an Indicative Project Documentation and Construction Programme.
2.6. Manage band integrate the concept and feasibility documentation for presentation the client for approval
2.7. Facilitate client approval of all Stage 2 documentation

STAGE 3 - DESIGN DEVELOPMENT

3.1. Prepare, co-ordinate and agree a detailed Design and Documentation Programme, based on an updated Indicative Construction Programme, with all consultants
3.2. Manage, co-ordinate and integrate the design by the consultants in a sequence to suit the project design, documentation programme and quality requirements.
3.3. Conduct and record the appropriate planning, co-ordination and management meetings.
3.4. Facilitate any input from the design consultants required by Construction Manager on constructability.
3.5. Facilitate any input from the design consultants required by Health and Safety Consultant.
3.6. Manage and monitor the timeous submission by the design team of all plans and documentation to obtain the necessary statutory approvals
3.7. Establish responsibilities and monitor the information flow between the design team, including the cost consultants.
3.8. Monitor the preparation by the cost consultants of cost estimates, budgets, and cost reports.
3.9. Monitor the cost control by the cost consultants to verify progressive design compliance with approved budget, including necessary design reviews to achieve budget compliance
3.10. Facilitate and monitor the timeous technical co-ordination of the design by the design by the design team
3.11. Facilities client approval of all Stage 3 documentation

STAGE 4 - DOCUMENTATION AND PROCUREMENT

4.1. Select, recommend and agree the Procurement Strategy for contractors, sub-contractor and suppliers with the client and consultants
4.2. Prepare and agree the Project tender documentation.
4.3. Co-ordinate and monitor the preparation of the tender documentation by the consultants.

4.4. Facilitate and monitor the preparation of the site-specific Health and Safety Plan by the Health and Safety Consultant.
4.5. Advice the client, in conjunction with other consultants on the appropriate insurances required for the implementation of the project.
4.6. Monitor the reconciliation by the cost consultants of the tender prices with the project budget.
4.7. Agree the format and procedure for monitoring and control by the cost consultants of the cost of the works.
4.8. Facilitate client approval of the tender recommendation(s).

STAGE 5 – CONSTRUCTION

1.1. Appoint contractor(s) on behalf of the client including the finalization of all agreements.
Instruct the contractor on behalf of the client to appoint subcontractors.
1.2. Receive, co-ordinate, review and obtain approval of all contract documentation provided by the contractor, subcontractors, and suppliers for compliance with all of the contract requirements.
1.3. Monitor the ongoing projects insurance requirements.
1.4. Facilitate the handover of the site to the contractor.
1.5. Establish and co-ordinate the formal and informal communication structure and procedures for the construction process.
1.6. Regularly conduct and record the necessary site meetings
1.7. Monitor, review and approve the preparation of the Contract Programme by the contractor.
1.8. Regularly monitor the performance of the Contractor against the contractor programme.
1.9. Review and adjudicate circumstances and entitlements that may arise from any changes required to the Contract Programme.
1.10. Monitor the presentation of the contractor's Health and Safety Plan and approval thereof by the Health and Safety Consultant.
1.11. Monitor the auditing of the contractor's Health and Safety Plan by the Health and Safety Consultant.
1.12. Monitor the compliance by the contractors of the requirements of the Health and Safety Consultant and contractors.
1.13. Monitor the production of the Health and Safety File by the Health and Safety Consultant and contractors.
1.14. Monitor the preparation by the Environment Consultants of the Environmental Management Plan.
1.15. Establish the construction information distribution procedures.
1.16. Agree and monitors the Construction Documentation Schedule for timeous delivery of required information to the contractors.
1.17. Expedite, review and monitor the timeous issue of construction information to the contractors.
1.18. Manage the review of all approval of all necessary shop details and product propriety information by the design consultants.
1.19. Establish methods for monitoring, controlling and agreeing all scope and cost variations.
1.20. Agree the quality assurance procedures and monitor the implementation thereof by the consultants and contractors.
1.21. Monitor, review, approve and certify monthly progress payments.
1.22. Receive, review and adjudicate any contractual claims.
1.23. Monitor the preparation of monthly cost reports by the cost consultants.
1.24. Monitor long lead items and off- site production by the contractors and suppliers.
1.25. Prepare monthly project reports including submission to the client.
1.26. Manage, co- ordinate and monitor all necessary testing and commissioning by consultants and contractors.
1.27. Co- ordinate, monitor and issue the Practical Completion Lists and the Certificate of Practical Completion.
1.28. Monitor the execution by the contractors of the defect items to achieve Works Completion.
1.29. Facilitate and co-ordinate adequate access with the occupant for the rectification of defects by the contractors.
1.30. Co-ordinate the submission of any special project related monthly progress report.

STAGE 6 –CLOSE OUT

6.1. Manage, Co-ordinate and expedite the preparation by the design consultants of all as-built drawings and design documentation.
6.2. Manage and expedite the obtaining of all statutory compliance certificate and documentation.
6.3. Manage the finalization of the health and Safety File for submission to the client.
6.4. Co-ordinate, monitor and manage the rectification of defects during the Defects Liability Period.
6.5. Manage, co-ordinate and expedite the preparation and agreement of the final account by the cost consultants with the relevant contractors.
6.6. Co-ordinate, monitor and issue the Final Completion Defects list and Certificate of Final Completion.
6.7. Prepare and present Project Closeout Report in line with council special requirement.

4. ADDITIONAL RESPONSIBILITIES:

a) Preparation of technical analysis, feasibility studies, designs, expropriations, contract documentation, tender adjudication, contract supervision and preparation of completion plans and reports on a project-by-project basis.
b) Assist with obtaining necessary environmental, Water User Licences and Health and Safety approvals
c) Assist with the implementation of legislative requirements.
d) Assist the Department in the performance of Health and Safety duties.
e) Assist department with project planning and management.

5. PRICING

Bidders are **NOT** required to submit pricing at this point. Pricing will be requested on quotation basis. "***As and when the need arises as per the Department's discretion***".

6. TIME FRAME

The panel will be appointed for a period of thirty six (36) months from the date of appointment with an option to extend for additional 2 years (solely at the discretion of the Accounting Officer: KZN Sport, Arts and Culture) to allow for alignment to a 5-year strategic plan.

7. GUARANTEES

No guarantee will be given of the amount of work to be allocated in any given year as the amount to be distributed depends on the final budget determined at each financial year by KZNDSAC based on the extent of work activities that exist.

8. WORK ALLOCATION

The KZNDSAC contract allocation is based on a procurement system that is fair, equitable, transparent, competitive, and cost-effective. All contracts will be allocated in compliance with this system wherein the deserving service provider will be appointed.

9. PERFORMANCE MANAGEMENT

After every project completion, consultant/professional service providers are obliged to complete a close-out report that highlights the reasons for success or areas for improvement and maintenance plan, thereby facilitating better planning and alerting KZNDSAC to issues and elements that may need to be considered in such future projects.

10. RIGHTS TO AWARD

KZN Department of Sport, Arts and Culture reserves the right:

- To call for presentations from shortlisted suppliers or Reserves the Right to accept expression of interest In Whole or In Part,"
- Not to make any award in this panel or accept any expression of interest submitted,
- To award the project to more than one (1) Respondent for the same activity,
- To request further technical information from any Respondent after the closing date,
- To verify information and documentation of the Respondent(s),
- To withdraw or amend any of the Expression of Interest conditions by notice in writing to all Respondents prior to closing of the Expression of Interest and post award,
- To remedy the matter in any lawful manner it may deem fit, if an incorrect award has been made,
- To issue order/s to Respondent as the instruction to carry out the work for project specific, and
- To include additional mandatory and functionality requirements at the quotation stage, specific to each project.

11. PRICE NEGOTIATION AT QUOTATION STAGE

KZNDSAC reserves the right to negotiate with the shortlisted Respondents prior and/or post award. The terms and conditions for negotiations will be communicated to the shortlisted Respondents prior to invitation to negotiations. The negotiation terms and conditions may include presentations and/or site visits. This phase is meant to ensure the conditions of Expression of Interest and projects will be implementable for the achievement of the panel contract objectives.

12. CONTRACT

The Department will enter into a contract agreement per project with the awarded service provider from the panel and contract terms will be communicated at signing of contract.

SIGNATURE		**DATE**	

(of person authorised to sign on behalf of the Respondent)

NB: Failure to complete, sign and date this form shall result in the expressions of interest being considered non-responsive in terms of the Conditions for the calling of Expressions of Interest and such an Expressions of Interest shall be rejected.

ANNEXURE A

SCHEDULE OF PROJECTS/ PREVIOUS CONTRACTS

Description or nature of project/ assignment	PROJECT PERIOD		PROJECT/ CONTRACT VALUE (R)	EXPERIENCE/ REFERENCES			
	Start date	End Date		CLIENT ORGANIZATION/ DEPARTMENT	OFFICIAL PURCHASE ORDER NO.	CONTACT PERSON	TELEPHONE DETAILS

Private Bag X 9140, PIETERMARITZBURG, 3200
222 Jabu Ndlovu Street, Pietermaritzburg, 3200
Tel: 033 264 3400

ANNEXURE B

CURRICULUM VITAE OF PROJECT MANAGER (COMPULSORY)

(CVs are required only for Project Manager to be completed the Respondent

CV FOR PROJECT MANAGER (SACPCMP REGISTERED)

Name:		**Date of birth:**
Profession:		**Nationality:**
Qualifications:		
Professional Body:	**Category of Registration:**	**Registration Number:**
Professional Body:	**Category of Registration:**	**Registration Number:**
Professional Body:	**Category of Registration:**	**Registration Number:**
Name of Employer (firm):		
Current position:		**Years with firm:**
Employment Record:		
Experience Record Pertinent to Required Service:		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE:		**IDENTITY NUMBER**	
(of person authorised to sign on behalf of the Tenderer (OWNER OF THE CV)		**DATE**	

Private Bag X 9140, PIETERMARITZBURG, 3200
222 Jabu Ndlovu Street, Pietermaritzburg, 3200

Tel: 033 264 3400

ANNEXURE A: REFERENCE LETTER ONE

CONFIRMATION OF REFERENCES

NAME OF BIDDING COMPANY:	
PREVIOUS CLIENT/EMPLOYER NAME:	
TENDER/BID NUMBER OF PREVIOUS/ CURRENTCONTRACT/PROJECT:	
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:	
VALUE OF WORK COMPLETED:	
CONTRACT DURATION (START AND END DATE)	

The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for **INVITATION FOR EXPRESSION: ESTABLISHMENT OF A PANEL OF PROJECT MANAGERS TO PROVIDE PROJECT MANAGEMENT SERVICES FOR INFRASTRUCTURE PROJECTS WITHIN KWAZULU NATAL DEPARTMENT OF SPORT, ARTS & CULTURE FOR A PERIOD OF THIRTY-SIX MONTHS.**

If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.

Were goods/services supplied according to the required quality as per the description/specification and were delivered on time?	Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor
Kindly, indicate their overall performance on the project.	Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Full Name of Authorised Signatory _____

Contact Number: _____ Email address: _____

Signature: _____ Date: _____

CLIENT(EMPLOYER) STAMP HERE

Incomplete and/ or unsigned form will not be accepted and……Reserves the right to contact any Client Company listed as a reference

Private Bag X 9140, PIETERMARITZBURG, 3200
222 Jabu Ndlovu Street, Pietermaritzburg, 3200

Tel: 033 264 3400

ANNEXURE A: REFERENCE LETTER TWO

CONFIRMATION OF REFERENCES

NAME OF BIDDING COMPANY:	
PREVIOUS CLIENT/EMPLOYER NAME:	
TENDER/BID NUMBER OF PREVIOUS/ CURRENTCONTRACT/PROJECT:	
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:	
VALUE OF WORK COMPLETED:	
CONTRACT DURATION (START AND END DATE)	

The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for **INVITATION FOR EXPRESSION: ESTABLISHMENT OF A PANEL OF PROJECT MANAGERS TO PROVIDE PROJECT MANAGEMENT SERVICES FOR INFRASTRUCTURE PROJECTS WITHIN KWAZULU NATAL DEPARTMENT OF SPORT, ARTS & CULTURE FOR A PERIOD OF THIRTY-SIX MONTHS.**

If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.

Were goods/services supplied according to the required quality as per the description/specification and were delivered on time?	Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor
Kindly, indicate their overall performance on the project.	Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Full Name of Authorised Signatory _____

Contact Number: _____ Email address: _____

Signature: _____ Date: _____

CLIENT(EMPLOYER) STAMP HERE

Incomplete and/ or unsigned form will not be accepted and…….Reserves the right to contact any Client Company listed as a reference

Private Bag X 9140, PIETERMARITZBURG, 3200
222 Jabu Ndlovu Street, Pietermaritzburg, 3200

Tel: 033 264 3400

ANNEXURE A: REFERENCE LETTER THREE

CONFIRMATION OF REFERENCES

NAME OF BIDDING COMPANY:	
PREVIOUS CLIENT/EMPLOYER NAME:	
TENDER/BID NUMBER OF PREVIOUS/ CURRENTCONTRACT/PROJECT:	
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:	
VALUE OF WORK COMPLETED:	
CONTRACT DURATION (START AND END DATE)	

The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for **INVITATION FOR EXPRESSION: ESTABLISHMENT OF A PANEL OF PROJECT MANAGERS TO PROVIDE PROJECT MANAGEMENT SERVICES FOR INFRASTRUCTURE PROJECTS WITHIN KWAZULU NATAL DEPARTMENT OF SPORT, ARTS & CULTURE FOR A PERIOD OF THIRTY-SIX MONTHS.**

If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.

Were goods/services supplied according to the required quality as per the description/specification and were delivered on time?	Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor
Kindly, indicate their overall performance on the project.	Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Full Name of Authorised Signatory _____

Contact Number: _____ Email address: _____

Signature: _____ Date: _____

CLIENT(EMPLOYER) STAMP HERE

Incomplete and/ or unsigned form will not be accepted and……Reserves the right to contact any Client Company listed as a reference

Private Bag X 9140, PIETERMARITZBURG, 3200
222 Jabu Ndlovu Street, Pietermaritzburg, 3200

Tel: 033 264 3400

ANNEXURE A: REFERENCE LETTER FOUR

CONFIRMATION OF REFERENCES

NAME OF BIDDING COMPANY:	
PREVIOUS CLIENT/EMPLOYER NAME:	
TENDER/BID NUMBER OF PREVIOUS/ CURRENTCONTRACT/PROJECT:	
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:	
VALUE OF WORK COMPLETED:	
CONTRACT DURATION (START AND END DATE)	

The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ **INVITATION FOR EXPRESSION: ESTABLISHMENT OF A PANEL OF PROJECT MANAGERS TO PROVIDE PROJECT MANAGEMENT SERVICES FOR INFRASTRUCTURE PROJECTS WITHIN KWAZULU NATAL DEPARTMENT OF SPORT, ARTS & CULTURE FOR A PERIOD OF THIRTY-SIX MONTHS.**

If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.

Were goods/services supplied according to the required quality as per the description/specification and were delivered on time?	Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor
Kindly, indicate their overall performance on the project.	Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Full Name of Authorised Signatory _____

Contact Number: _____ Email address: _____

Signature: _____ Date: _____

CLIENT(EMPLOYER) STAMP HERE

Incomplete and/ or unsigned form will not be accepted and……Reserves the right to contact any Client Company listed as a reference

Private Bag X 9140, PIETERMARITZBURG, 3200
222 Jabu Ndlovu Street, Pietermaritzburg, 3200

Tel: 033 264 3400

ANNEXURE A: REFERENCE LETTER FIVE

CONFIRMATION OF REFERENCES

NAME OF BIDDING COMPANY:	
PREVIOUS CLIENT/EMPLOYER NAME:	
TENDER/BID NUMBER OF PREVIOUS/ CURRENTCONTRACT/PROJECT:	
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:	
VALUE OF WORK COMPLETED:	
CONTRACT DURATION (START AND END DATE)	

The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ **INVITATION FOR EXPRESSION: ESTABLISHMENT OF A PANEL OF PROJECT MANAGERS TO PROVIDE PROJECT MANAGEMENT SERVICES FOR INFRASTRUCTURE PROJECTS WITHIN KWAZULU NATAL DEPARTMENT OF SPORT, ARTS & CULTURE FOR A PERIOD OF THIRTY-SIX MONTHS.**

If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.

Were goods/services supplied according to the required quality as per the description/specification and were delivered on time?	Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor
Kindly, indicate their overall performance on the project.	Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Full Name of Authorised Signatory _____

Contact Number: _____ Email address: _____

Signature: _____ Date: _____

CLIENT(EMPLOYER) STAMP HERE

Incomplete and/ or unsigned form will not be accepted and…….Reserves the right to contact any Client Company listed as a reference