

HEAD: SUPPLY CHAIN MANAGEMENT MRS D. N. GAMBU

333 Church Street, Private Bag X205, Pietermaritzburg, 3200 Telephone No. 033 – 392 2597

CONTRACT No. SCM 53 OF 20/21

APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR FUNDRAISING

Tenderer's Name:		
Postal Address:		
Telephone No:		
Fax No:		
E-Mail Address:		
Contact Person:		

Tenders contained in sealed envelopes and marked with "Contract No. SCM 53 OF 20/21" and the Contract Description must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street (formerly Commercial Road), Pietermaritzburg, 3201, not later than 12h00 on Thursday, 08 April 2021 when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

TENDER SUBMISSION CHECKLIST

The Checklist below is attached hereto to assist Tenderers with the completion of the tender document. Tenderers are required to <u>TICK</u> the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols <u>N/A</u> must be inserted in the space provided.

It must be noted that the Council shall not be held liable for any loss or damage incurred to the Tenderer should the Tenderer fail to fulfil the requirements of the Tender.

No.	Description	Tenderer to Tick (√)		Official e Only
1	Has the Tender Document been completed in INK and all corrections counter-signed? (No correction fluid used)		D	
2	Has all tendered rates been priced in INK and corrections countersigned? (No correction fluid used)		D	
3	Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form?			
4	Has all information as required in terms of the Tender Document been submitted with the tender?		D	
5	Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the "Site Inspection/Tender Briefing" Certificate been completed and signed at the meeting?	N/A	D	
6	Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)?		D	
7	Has the "Tender Form" been completed and signed?		D	
8	Has the "Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017" been completed in its entirety and signed?			
9	As an EME , is a certificate issued by an Accounting Officer or a Verification Agency accredited by SANAS or a Registered Auditor attached to the tender document?			
10	As a NON-EME , is an original and valid B-BBEE status level Verification Certificate or a certified copy thereof attached to the Tender Document?			
11	Is a valid Original Tax Clearance Certificate attached to the Tender Document or has a Tax Clearance Status Verification Pin been provided?		D	
12	Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document?		D	

*** D: Failure to comply with these Sections will prejudice the tender.		
Name of Tenderer	:	
Signature	:	
Date	:	

CONTRACT No. SCM 53 OF 20/21

$\frac{\textit{APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR}{\textit{FUNDRAISING}}$

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9.	TENDERERS PLEASE NOTE:	
9.1	Tenderers are advised to check the number of pages and should any be missing duplicated, or the reproduction thereof indistinct, or any descriptions ambiguous, of document contains any obvious errors they shall inform the Head: Supply Management or the Engineer at once and have same rectified. No liability whatsoes be incurred by the Council in respect of errors in any tender due to the Tenderer's to observe this requirement.	or if this Chain ever will
9.2	The Tender Notice appeared in The Ilanga newspaper and on Council's web Monday, 01 March 2021.	site on

CONTRACT No. SCM 53 OF 20/21

APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR FUNDRAISING

TENDER NOTICE

The Msunduzi Municipality hereby invites service providers to undertake fundraising at risk for Municipal key catalytic projects.

Tender documents will be made available to tenderers from 14h00 on Friday, 05 March 2021.

Tender documents can be downloaded and printed at the tenderer's cost from the National Treasury eTender Publication Portal on www.etenders.gov.za.

Printed copies of the tender documents shall also be available from the Supply Chain Management Unit Offices, 5th Floor, A S Chetty Centre, 333 Church Street, Pietermaritzburg, as from the abovementioned date and time, at a non-refundable tender deposit fee of **R946.45(including VAT)** for each document drawn. Only cash, bank guaranteed cheques or EFT payments will be accepted. **A copy of the Tender Deposit Receipt must be attached to the tender document (if purchased at the Municipality).**

Tenders must be submitted both in hard copy and on CD/USB flash Drive contained in sealed envelopes and marked with "Contract No. SCM 53 OF 20/21" with the Contract Description must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg, not later than 12h00, on 08 April 2021, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

<u>Tender Validity Period</u>: Four (4) months commencing from the closing date of tender.

<u>Tender Adjudication/Evaluation Criteria</u>: The tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000. The Functionality for Stage One shall be evaluated on the following criteria:-

CRITERIA 1: QUALIFICATIONS

No.	Evaluation Criteria	Maximum Points
1	The Project Manager or any team member must possess a recognised Bachelors degree, Tertiary qualification and or equivalent in the relevant ambit of work as per the project objectives.	15 Points

CRITERIA 2: PROJECT TEAM EXPERIENCE

No.	Evaluation Criteria	Maximum Points
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1	The Project Manager or any team member should possess the relevant work experience in their ambit as per the project objectives.	15
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CRITERIA 3: SIMILAR PROJECT AND LOCALITY

No.	Evaluation Criteria	Maximum Points
1	Sourcing of Funds	10
2	Project Management	10
3	Planning and Design	10
4	Proven track record of Government reporting	10
Total Functionality Points		70 Points
Threshold to Qualify for Stage Two		(55 Points)

The Msunduzi Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Each tenderer will be informed of the tender result.

The Msunduzi Municipality expects businesses within the Pietermaritzburg and Midlands Region to support its contract and BEE/SMME initiatives.

MR M KHATHIDE (CITY MANAGER)

STANDARD CONDITIONS OF TENDER

1. DOCUMENTS

This document comprises of the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions of Contract (if any), Legislation, Definitions, Specifications, Pricing Schedule (if applicable), Tender Form, Drawings (if any), Data Sheets and Annexures thereto.

2. COMPULSORY SITE INSPECTION/TENDER BRIEFING MEETING

Where in the tender document reference is made to a compulsory Site Inspection/Tender Briefing Meeting, the Service Provider shall be required to attend the meeting prompt on the date and time mentioned in the tender document. Service Providers arriving at the meeting after the stipulated time will be disqualified and the Council shall not be held liable for any loss or damage due to the above. Service Providers are to ensure that they sign the Attendance Register circulated at the meeting and to also ensure that the Site Inspection/Tender Briefing Certificate attached hereto is duly signed by the authorised official.

An official will Chair the meeting and answer queries raised by prospective Service Providers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register.

Tenders will not be considered from Service Providers who do not attend the meeting and whose Site Inspection/Tender Briefing Certificate has not been commissioned by the authorised official.

Service Providers arriving at the Site Inspection/Tender Briefing Meeting after the stipulated starting time will be disqualified. Further, all Service Providers will be required to present their tender document at the Site Inspection/Tender Briefing Meeting for endorsement and failure to comply with this will result in disqualification.

3. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto. Tenderers are advised that this document must be completed in <u>ink</u> and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Only original hand written priced tender documents will be considered. Tenders submitted by electronic mail, telex or facsimile shall not be considered. **The use of correction fluid** is <u>strictly prohibited</u>. All corrections are to be countersigned.

Tenderers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg, 3201, and placed in the Tender Box situated in the Foyer, Ground Floor by the close of tenders. The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents, including any employee of the Council.

Sealed tenders endorsed with the appropriate contract number, must reach the City Hall, Pietermaritzburg not later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public. Under no circumstances will any extension of time be allowed for the submission of tenders.

Tenders shall remain valid for four (4) calendar months from the date of opening, except for the initial five (5) working days grace period after the close of tenders within which period a tenderer may be permitted to withdraw its tender subject to an application with good and sufficient reasons being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Head: Supply Chain Management.

All literature submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Tenderer's failure to comply with this condition.

In the case of a Tenderer withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Tenderer.

4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

Without detracting from any prevailing law, no Tenderer shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract. Nor shall any Tenderer communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Tenderer; provided always that the Head: Supply Chain Management may, in exceptional circumstances, obtain additional information from a Tenderer to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition which is brought to the notice of the Head: Supply Chain Management shall result in the disqualification of the Tenderer.

Prospective Tenderers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the supply chain management system of the Municipality and the amendment of or tampering with any tender, quotation, contract or bid after its submission.

5. <u>IMPORT PERMITS</u>

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Tenderer must apply directly for any import permits or currency needed. However, the Council will furnish the successful Tenderer with a supporting statement, if required.

6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government.

Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and the payroll system. It will electronically verify a supplier's tax and B-BBEE status and enable public sector officials doing business with the state to be identified.

All prospective suppliers can register any time on the CSD website www.csd.gov.za

Prospective suppliers may also visit the Provincial Treasury Database office situated at

Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg from 08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD. For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at database@kzntreasury.gov.za.

With effect from 01 July 2016, the Msunduzi Municipality will not award any tender to a supplier not registered as a prospective supplier on the CSD. Negotiations for the tender award will only be concluded with the qualify tenderer(s) who is/are registered on the CSD on or after 01 April 2016.

In order for Council to verify your Company's registration with CSD, please provide the following information for verification purposes:-

CSD Supplier Number	
Unique Registration Reference Number	

Failure to provide the above information shall render the tender to be disqualified.

7. TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the tenderer's tax obligations.

Tenderers shall be required to submit, together with the tender document, a *valid original* Tax Clearance Certificate or a Tax Compliance Status Verification Pin issued by SARS. Failure to submit a valid original Tax Clearance Certificate or a Tax Compliance Status Verification Pin will result in the invalidation and disqualification of the tender. Certified copies of the Tax Clearance Certificate will not be acceptable.

Further to the above, Tenderers are to note that the Tax Clearance Certificate must be valid for the full duration of the tender validity period i.e. three (3) months commencing from the closing date of the tender.

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

If a tenderer has already submitted an original Tax Clearance Certificate when registering on the Central Supplier Database (CSD), then there is no need to submit a hardcopy of another Tax Clearance Certificate provided that the Tax Clearance Certificate is still valid for the full duration of the validity period for this tender. In this instance, the Tenderer will be required to indicate below the CSD Supplier Number and Unique Registration Reference Number for verification purposes:-

CSD Supplier Number	
Unique Registration Reference Number	

8. RATES

The prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc., unless the Service Provider states otherwise in the proposal.

9. INCOMPLETE TENDERING

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

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

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

10. ACCEPTANCE OF ANY TENDER

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

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

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

No formal agreement will be signed.

A letter of acceptance stipulating which rate/s has been accepted will be sent by the Head: Supply Chain Management to the Tenderer. The tender documents, together with the letter of acceptance, shall constitute a binding agreement between the Tenderer and the Council.

Unless otherwise stipulated in the covering letter submitted with the tender, the Tenderer shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of the tender which are in conflict with the Council's Conditions of Tender and the Standard Conditions of Contract. The Tenderer is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

11. DOMICILIUM CITANDI ET EXECUTANDI

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg as its *domicilium citandi et executandi*.

The Tenderer's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto.

Either party may, at any time, give one (1) month notice, in writing, of a change of its domicilium citandi et executandi provided that such address shall be within the Republic of South Africa.

12. DATA SHEETS

Tenderers shall be required to complete all Data Sheets and the Tender Form attached hereto in their entirety for adjudication purposes. Where Data Sheets and/or any other documentation as contained herein are required to be commissioned, such Data Sheets and/or documentation must be stamped and signed by a Commissioner of Oaths (where applicable). Failure to comply with these provisions will render the offer unresponsive (invalid).

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

The Supply Chain Management Regulations states that the Council may not make any award to a person:-

- (a) who is in the service of the state;
- (b) if that person is not a natural person, of which and director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) who is an advisor or consultant contracted with the municipality or municipal entity.

14. MUNICIPAL FEES

All Tenderers are to sign the Declaration herein declaring that their Municipal Fees are in order, or that proper arrangements have been made with the Council. Tenderers must include the relevant account numbers in the declaration.

15. APPEALS AND/OR OBJECTIONS

Any Tenderer aggrieved by decisions or actions taken by the Municipality may lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the Municipal Manager / Head: Supply Chain Management. In the event that an appeal and/or objection is lodged, the following procedure shall apply: -

The Tenderer shall be required to pay an appeal/objection fee in the amount of zero point five percent (0.5%) of the total contract sum, including VAT or R2 000.00, whichever is the greater to a maximum value of R20 000.00.

The fee is to be paid in cash or by bank guarantee cheque on or before the expiration of the above period and proof of such payment is to be submitted together with the letter of appeal/objection to the Municipal Manager / Head: Supply Chain Management. No appeal/objection will be entertained should the afore-mentioned condition not be adhered to and the Municipality shall not be held liable for any loss or damage sustained by the Tenderer due to the Tenderer's failure to adhere to the above condition.

16. <u>PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017</u>

Tenderers claiming preference points shall be required complete Annexure "C" hereto in its entirety and to fully comply with the General Conditions, Definitions and Directives stated therein.

Tenderers shall be required to submit, together with the tender document, a valid original or certified copy of their B-BBEE status verification certificate or a sworn affidavit as prescribed by the B-BBEE codes of good practice and must be valid until the closing date of the tender.

Tenderers who have submitted a valid and original or certified copy of their B-BBEE Status Level Verification Certificate or a sworn affidavit to the Council for **any other contract** need not submit a further Verification Certificate or a sworn affidavit provided that the Verification Certificate or a sworn affidavit previously submitted is still valid until the closing date of this tender. In this instance, the Tenderer will be required to indicate below the Contract No. in order to qualify their tender.

Contract No.	
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17. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

Tenderers intending to tender in the form of Joint Ventures / Consortiums <u>must submit</u> the following documentation together with the tender:

- 1) Original valid Tax Clearance Certificates or a Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium;
- 2) All parties of the Joint Venture/Consortium must submit signed copies of:
 - a) The Declaration of Interest Form;
 - b) The Declaration of Bidder's Past Supply Chain Management Practices Form, and
 - c) The Certificate of Independent Bid Determination Form.
- 3) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract, and,
- 4) A consolidated valid and original or certified copy of their B-BBEE Status Level Verification Certificate obtainable from a verification agency accredited by SANAS or a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA).

Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

18. ADJUDICATION CRITERIA

The tender shall be evaluated on a **Two Stage Evaluation System** – Stage One: Functionality and Stage Two: 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000. The Functionality for Stage One shall be evaluated on the criteria as outlined in the Tender Document herein.

19. COMBATIVE TENDERING

The Supply Chain Management Regulations states that Combative tendering practices are unethical and illegal. These include but are not limited to:

- (i) Suggestions to fictitious lower quotations;
- (ii) Reference to non-existent competition;
- (iii) Exploiting errors in bids;
- (iv) Soliciting bids from Tenderers whose names appear on the list of restricted bidders/suppliers/persons, and,
- (v) Submission of two bids by a Tenderer.

Any attempt by a Tenderer to contravene this condition which is brought to the notice of the Municipal Manager or the Head: Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

LEGISLATION

1.0 GENERAL

1.1 Contractors will be deemed by virtue of submitting a tender to have undertaken to be aware of and comply fully for all purposes under this contract with all current legislation and related regulations. The following Acts, as amended from time to time, are listed for the attention of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract, the cost of so doing being expressly included in the contract sum. It is the sole duty of the Contractor to ensure that it acquaints itself and complies with all applicable legislation. The Council shall not be liable in any way whatsoever for any errors or omissions in the legislation listed herein.

2.0 THE OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 OF 1993) (OHS ACT)

- 2.1 The OHS Act covers inter alia "any work in connection with
 - a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building:
 - b) the installation, erection or dismantling of machinery;
 - c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project;
 - d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

- 2.2 The OHS Act covers inter alia "any work in connection with
 - a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
 - b) the installation, erection or dismantling of machinery;
 - c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project; and
 - d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

- 2.3 The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, in Annexure "B", between the Employer and the Contractor in this contract are:
 - 2.3.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).
 - 2.3.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10(2) of the GAR.
 - 2.3.3 The Mandatory shall cause all such records to be examined by a Safety

- Committee in terms of Clause 10 (3) of the GAR.
- 2.3.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.
- 2.3.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.
- 2.3.6 The Mandatory shall, before commencing or carrying out the work, inform the divisional inspector in writing of:
 - a) the address of the premises on which such work will be carried out;
 - b) the nature of such work;
 - c) the date on which it is expected that such work will be commenced; and
 - d) the date on which it is expected that such work will be completed.

all in terms of Clause 15c of the GAR

2.3.7 The Mandatory shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

3.0 THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)

- 3.1 Contractors are required to register as employers in terms of the COID Act.
- 3.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.
- 3.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

4.0 THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)

- 4.1 Contractors are required to register as employers in terms of the LR Act.
- 4.2 Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

5.0 THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)

5.1 Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

6.0 THE INCOME TAX ACT (ACT 58 of 1962)

6.1 Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

7.0 THE VALUE ADDED TAX ACT (ACT 89 of 1991)

- 7.1 Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed R150 000 by the end of February each year, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.
- 7.2 It is recorded that the Employer in this contract is registered as a VAT vendor.

8.0 THE ENGINEERING PROFESSION ACT OF SOUTH AFRICA (ACT 114 of 1990)

- 8.1 Where work undertaken in connection with this contract falls within the meaning of "kinds of work reserved for professional engineers" as fully set out in the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.
- 8.2 The Service Provider shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Service Provider shall submit at the time of tendering the name(s), qualifications and address(es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

9.0 NON-COMPLIANCE

- 9.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.
- 9.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discovers any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.

DEFINITIONS

The following definitions apply:-

"Council" means The Msunduzi Municipality.

"Head: Supply Chain Management" means the Head: Supply Chain Management of the day of the Msunduzi Municipality or the Manager's duly appointed Representative.

"Engineer" means the General Manager: Community Services of the day of the Msunduzi Municipality or the said Manager's duly appointed Representative.

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

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

"**Drawings**" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

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

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

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

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

"SARS" means the South African Revenue Services.

CONTRACT No. SCM 53 OF 20/21

APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR FUNDRAISING

SPECIFICATION

1.0 SCOPE OF CONTRACT

- 1.1 The scope of contract calls for the appointment of a panel of service providers to undertake fundraising at risk for Municipal key catalytic projects.
- **1.2** Should the Service Provider be successful in fundraising, the appointment to deliver turnkey solutions will then kick in i.e Planning, Designs, Costing, Project Management and other critical elements of a project life cycle.
- 1.3 The appointment will include marketing and branding, development of models and partnership built around but not limited to a Capital Investment Framework, a legislative requirement governing the expenditure and investment of a Municipality.

2.0 **LEGISLATIVE PROVISIONS**

All works to be undertaken under the Contract shall be compliant in accordance and/or governed by-

- The Integrated Development plan
- The Spatial Development Framework and associated lower level detail plans,
- Infrastructure Master Plans
- All Other relevant legislation such as the Municipal Finance Management Act and
- National Development Plan and other National and Provincial Policies and Programmes
- Supply Chain Management Regulations
- CIDB Regulations

3.0 **DEFINING THE CONTEXT**

- 3.1 The South African Constitution states that municipalities have the responsibility to make sure that all citizens are provided with services to satisfy their basic needs thus, Msunduzi's infrastructure must operate more effectively and efficiently. In addressing the infrastructure requirements within the city, the focus should be on developing realistic and implementable plans for infrastructure maintenance and upgrade as well as the delivery of new infrastructure.
- 3.2 Faced with the reality of limited local resources and a competitive environment for available funding, fundraising efforts play a key role in the completion of an untold number of community projects and hence the proposal herein.

4.0 PROJECT BACKGROUND

- 4.1 The start of 2020 has proven to be an arduous journey with the coronavirus spreading like a whirlwind and raging developing and developed economies alike. Covid-19 pandemic is the greatest risk the world economy has faced post the great depression. The economy of the City of Pietermaritzburg was already struggling prior to Covid 19, owing to challenges such as low business confidence, low private sector investment, poor revenue collection, low collection rate and reduced competitiveness amongst other structural bottlenecks.
- 4.2 At the coalface of service delivery, municipalities are among the hardest hit at a time when the demands on them are increasing. There is a notable drop in productivity across the board for the municipality; which is severely impact areas such as municipal revenue and infrastructure development. The municipality's service delivery imperatives are largely constrained and greatly leading to growing financial crisis.
- 4.3 Faced by a perilous economic environment and financial constraints, the municipality seeks to enlist service providers a competent service provider undertake funding arrangements/agreements and therein unlocking several economic potential and stabilizing the business environmental through infrastructure investments.
- 4.4 Infrastructure development is a key catalyst driver to faster economic growth, employment and poverty alleviation and has cascading or ripple effects to the economy due to its strong linkages with the manufacturing sector.
- 4.5 Noting the Municipality's move to achieving Metropolitan status, the intention is to increase its current capacity and functionality towards a position to compete adequately with other Metropolitan municipalities in terms of economic development and private sector investments. Furthermore, emphasis is to be placed on competing in a global marketplace, with the pressures and demands associated with a developing economy. For the post-apartheid cities of South Africa, globalization has meant increased competition with other cities and changes in the nature of production and work,
- 4.6 For the City to move forward, infrastructure development within the city is key to improving our city. Service delivery imperatives have been largely hampered by lack of funding on capital projects. The potential of the city is extremely favourable if the challenge of funding is removed, therefore we are calling for proposals on fundraising initiatives to assist the city with infrastructure development

5. LOCALITY

- 5.1 The Msunduzi Local Municipality is a Category B municipality situated within the uMgungundlovu District in KwaZulu-Natal. It is the smallest of the seven (7) municipalities in the district. It encompasses the City of Pietermaritzburg, which is the capital of the province and the main economic hub of the district.
- 5.2 Msunduzi is situated on the N3 highway at a junction of an industrial corridor (from Durban to Pietermaritzburg) and an agro-industrial corridor (stretching from Pietermaritzburg to Estcourt). On the regional scale, it is located at the cross section of the N3 corridor and the Greytown Road corridor to the north, a tourist route to Drakensberg and the Kokstad Road to the south,
- 5.3 Pietermaritzburg boasts some of the best academic institutions in South Africa, such as the University of KwaZulu-Natal, Boston City Campus and Business College, Oval International Education and Maritzburg College to name a few. The City is the home of the Comrades Marathon, the Duzi Canoe Marathon, a host to the Midmar Mile, the Royal Agricultural and Garden Shows.
- 5.4 The City offers a range of architectural heritage sites and close association with highly respectable individuals such as Mahatma Gandhi, Nelson Mandela, Alan Paton and many more. The location has a strong influence on regional channels of investment, movement and restructuring of the Provincial Spatial Framework for growth and development. The primary industry is manufacturing, followed by finance, insurance, real estate and business
- 5.5 Despite all the above competitive advantages, cultural diversity and economic opportunities, the City is challenged with growing unemployment, poverty and uneven development and infrastructural backlogs owing to apartheid spatial planning in the urban, peri-urban and rural areas.

6. PROJECT OBJECTIVES

- 6.1 The Municipality will appoint Service Providers at risk in the following categories but not limited to:
 - 6.1.1 6Electricity Projects (Infrastructure Upgrade, Maintenance, Minimising Electricity theft)

- 6.1.2 Water and Sanitation Projects (New, Upgrades, Maintenance, prevention of water losses)
- 6.1.3 Roads and Stormwater Projects (New, Maintenance, Upgrade and Potholes)
- 6.1.4 Waste Management Project Landfill site (gas to energy)
- 6.1.5 Cemeteries and Crematoria Projects (Maintenance and Upgrade)
- 6.1.6 Local Economic Development, Forestry and Agricultural Projects
- 6.1.7 Integrated Human Settlements Development Projects
- 6.1.8 Community Projects
- 6.1.9 Halls and Sports fields Projects (New Upgrades and Maintenance)
- 6.1.10 ICT Projects within the ambit of Smart City Concepts
- 6.2 Once funding is secured, all the relevant norms and standards as per the applicable legislation pertaining to the specific category as per the project objectives must be implemented and adhered to at all times.

7 FUNDRAISING MILESTONES AND DELIVERABLES

The initial phase of the project, i.e the Project Methodology and Programme comprises the following Milestones/Phases including management thereof,

- Milestone 1: Develop and submit Funding and Financing Strategy
- Milestone 2: Develop and submit Fundraising Action Plan;
- **Milestone 3**: Develop a donor database:
 - A list of local and international organisations, government agencies and business sector clients that may have interest in supporting the municipal mission; and
 - A list of funding opportunities, prioritized according to the best possible match between the scope of future independent organisation's activities and donor interests;
- **Milestone 4**: Partnership agreements and MOUs with entities or partners who have an interest in the activities and mandate of the municipality and who can invest in the sustainable operations of the municipality;
- **Milestone 5**: Framework for project proposal/grant applications for specific sources of funding for the future operations of the municipality and its programmes.

8 REPORTING AND ACCOUNTABILITY

- 8.1 During the execution of the project, the service provider SHALL submit monthly progress reports with portfolio of evidence.
- 8.2 The project will be signed off by the Senior Manager Strategic Planning when:
 - All the end products (refer to list) have been delivered (all deliverables per phase to be provided per phase to be approved by the Project Steering Committee).
- 8.3 A formal presentation shall be made to the Senior Manager: Strategic Planning and the Strategic Management Committee.
- 8.4 The Service provider shall be responsible to make presentations of the project to various municipal structures and other stakeholders as and when required.

9.0 SERVICE LEVEL AGREEMENT

- 9.1 A service level agreement will be entered into with the successful bidder.
- 9.2 Negotiations in respect of the service level agreement must be finalised within 30 calendar days of receipt of the letter of acceptance by the successful bidder."
- 9.3 Service level agreement entered into with the successful bidder will capture the time frames or performance applying to this contract.
- 9.4 Should no consensus be reached within 30 calendar days of finalising the Service Level Agreement (SLA), the Municipality will be entitled to:
- i) Cancel its acceptance of the bid, or
- ii) extend the negotiation period without prejudice to any of its other rights in terms of this contract or common law

10.0 OWNERSHIP OF INFORMATION

- 10.1 The Msunduzi Municipality will assume ownership of all data and information, in both electronic and hard copy format, obtained and/or created during the course of the project and reserves the right to use it as it deems fit.
- The report and digital information would be supplied to the Municipality at the completion of the project and the Msunduzi Municipality will retain copyright and all associated intellectual rights relating to the projects,

11.0 CONTRACT PERIOD

The proposed contract period is 3 years with a condition for a further 1- year extension depending on the state of readiness of the municipality to take over the established relationships and partnerships with funding sources.

12.0 FINANCIAL IMPLICATIONS

The Service provider will be appointed at risk and on success.

Once funding is secured, the consultant fees will be charged as a percentage based on the total value of the project and the amount sourced, excluding all government sources of funding. No commission will be applicable to government funding sources.

13.0 PRICING

The municipality will consider this to be a turn–key project should sourcing be successful.

14.0 ESCALATION

The Gazetted fee tariffs are applicable.

15.0 COMPLIANCE WITH THIS CONTRACT

The contract shall be carried out subject to compliance with all Municipal policies, Bylaws and Regulations.

16.0 FINANCIAL IMPLICATIONS

The Service provider will be appointed at risk and on success.

Once funding is secured, the consultant fees will be charged as a percentage based on the total value of the project and the amount sourced, excluding all government sources of funding. No commission will be applicable to government funding sources.

17.0 EVALUATION CRITERIA

Tenderers MUST fulfill the mandatory requirements in order to be responsive and subsequently proceed for functionality evaluation. Only the functionality test will be used to select suitably qualified planning and development consultants to be included on the panel.

17.1 Mandatory Requirements;

- The Project Manager or Team leader must be registered with the relevant professional bodies or equivalent applicable to their ambit as set out in the project objectives. Certified copies of qualifications and registration certificates must be submitted. Failure to submit any of the required documentation shall result in a disqualification.
- Company structure/organogram must be submitted

Table 1: checklist for Mandatory Requirements

	Mandatory Requirements	Yes / No	Method of Verification (by Municipality)
1	The Project Manager or Team leader must be registered with the relevant professional bodies or equivalent applicable to their ambit as set out in the project objectives.		CV, certified copies of qualifications, and registration certificate
2	The Service provider is required to produce a Project Organogram		CV, certified copies of qualifications, and registration certificate where applicable

17.2 Stage 1 – Functionality Test (refer to Table 2)

NB: For allocation of points, tenderers **MUST** clearly mark page reference in order to claim points. Should no reference be made, no points shall be awarded.

Tenderers **MUST** also submit proof of supporting documents in order to claim points, failure to do so will result in no points being awarded

Table 2: Functionality Criteria

EVALUATION CRITERIA	SCORING			
CRITERIA 1: QUALIFICATIONS				
The Project Manager or any team member must possess a recognised Bachelors degree, Tertiary qualification and or equivalent in the relevant ambit of work as per the project objectives.	Masters or Higher (including Professionals)	15 points		
	Honours	10 points		
	B. Degree or B-	5 points		
	Diploma	3 points		
	National Certificate	1 point		

Cv's and certified copies of qualification must be provided and failure to submit shall lead to no points being awarded. The municipality reserves the right to verify information submitted.

	CRITERIA 2: PROJECT TEAM EXP		
	Project Team	Relevant Work Experience	Points
1	The Project Manager or any team member should possess the relevant work experience in their ambit as per the project objectives.	<2yrs = 0 ≥2yrs < 5yrs = 3 ≥5yrs = 5	/5

CV's and certified copies of qualification and or any other documents that support work experience must be provided and failure to submit shall lead to no points being awarded and the Municipality reserves the right to verify information submitted

CRITERIA 3: SIMILAR PROJEC	CT AND LOCALITY	
1. Sourcing of Funds	≥1 but < 3 = 2	/10
	≥3 but < 5 = 5	
	≥5 = 10	
2. Project Management	≥1 but < 3 = 2	
	≥3 but < 5 = 5	/10
	≥5 = 10	
3. Planning and Design	≥1 but < 3 = 2	/10
	≥3 but < 5 = 5	
	≥5 = 10	
4. Proven track record of Government reporting	≥1 but < 3 = 2	/10
	≥3 but < 5 = 5	
	≥5 = 10	
TOTAL FUNCTIONALITY POINTS		/70

A minimum of two (2) reference letters and/or any other documentation to support each of the above criteria must be submitted.

Failure to submit all of the above information will lead to no points being awarded. The municipality reserves the right to verify information submitted.

Total Points = 70 points: threshold =75%

A minimum of 75% or 55 points of the total functionality points in required. Successful bidders will be registered on the Municipality's database and will be invited to quote on projects as and when required.

Stage 2: Price and Preferential Points

Tender Adjudication & Evaluation Criteria will be implemented in line with the Msunduzi Municipality's approved Supply Chain and Preferential Procurement Policies on the **80/20 point** system. Adjudication criteria will be as per the tender document, and the allocation of points will be in line with B-BBEE as prescribed in terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No. 5 of 2000.

i)	Price	80 Points
ii)	B-BBEE Status Level of Contribution (maximum)	20 Points
	Total points for Price and B-BBEE must not exceed	100 Points

CONTRACT No. SCM 53 OF 20/21

APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR FUNDRAISING

DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY

BID NUMBER:	SCM 53 of 20/21	CLOSING DATE:		08 April 2	021	CL	OSING TIME:	12H00
DESCRIPTION	DESCRIPTION APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR FUNDRAISING							
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM								
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX AT:								
THE FOYER								
GROUND FLOOF	२							
CITY HALL								
169 CHIEF ALBE	RT LUTHULI STREET	(FORMERLY COMM	ERCIAL ROA	AD)				
PIETERMARITZE	BURG 3201							
SUPPLIER INFO	RMATION							
NAME OF BIDDE	NAME OF BIDDER							
POSTAL ADDRE	POSTAL ADDRESS							
STREET ADDRE	SS							
TELEPHONE NU	MBER (CODE				NUMBER		
CELLPHONE NU	MBER							
FACSIMILE NUM	BER (CODE				NUMBER		
E-MAIL ADDRES	E-MAIL ADDRESS							
VAT REGISTRATION NUMBER								
TAX COMPLIANO	DE STATUS	TCS PIN:			OR	CSD No:		
B-BBEE STATUS VERIFICATION C		Yes				E STATUS	Yes	
[TICK APPLICAB	_	☐ No		LEVEL SWORN AFFIDAVIT No				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]								

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED SIGNATURE OF BIDDER			TOTAL BID PRICE	R
CAPACITY UNDER WHICH THIS BID IS SIGNED				
BIDDING PROCEDURE ENQUIRIES	MAY BE DIRECTED TO:	TECHN	IICAL INFORMATION MA	Y BE DIRECTED TO:
DEPARTMENT	SCM Unit	CONTA	ACT PERSON	Dashantha Reddy
CONTACT PERSON	Phiwe Mthalane	TELEP	HONE NUMBER	033 392 2003
TELEPHONE NUMBER	033 – 392 2486	FACSI	MILE NUMBER	n/a
FACSIMILE NUMBER	n/a	E-MAIL	ADDRESS	dashantha.reddy@msunduzi.gov.za
E-MAIL ADDRESS	Phiwe.mthalane@msunduzi.gov.za			

PART B

1.	BID SUBMISSION:			
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.			
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE			
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.			
2.	TAX COMPLIANCE REQUIREMENTS			
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.			
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SATO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	ARS		
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.			
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.			
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.			
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.			
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSI	D) A		
	CSD NUMBER MUST BE PROVIDED.	٠,,,,		
3.				
3. 3.1.	CSD NUMBER MUST BE PROVIDED.	•		
3.1.	CSD NUMBER MUST BE PROVIDED. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	•		
3.1. 3.2.	CSD NUMBER MUST BE PROVIDED. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO))		
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3.1. 3.2. 3.3. 3.4. 3.5. IF TH COM REGI	CSD NUMBER MUST BE PROVIDED. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? DOES THE ENTITY HAVE A BRANCH IN THE RSA? DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? JE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TOPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NO	O NO NO		
3.1. 3.2. 3.3. 3.4. 3.5. IF TH COM REGI	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? DOES THE ENTITY HAVE A BRANCH IN THE RSA? DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? HE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TOPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NO STER AS PER 2.3 ABOVE.	O NO NO		

DATE:

CONTRACT No. SCM 53 OF 20/21

APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR FUNDRAISING

DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT

	the undersigned, am/are* duly authorised to sign the tender document on behalf of
by virtu	e of the Articles of Association/Resolution of the Board of Directors*, of which a certified
copy is	attached, or
Full Na	me of Signatory:
Capaci	ty of Signatory:
Signatu	ıre:
Date:	
Witnes	ses:-
(1)	Full Name:
	Signature:Date
(2)	Full Name:
	Signature:Date

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

CONTRACT No. SCM 53 OF 20/21

APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR FUNDRAISING

DATA SHEET 3: STATEMENT OF PREVIOUS EXPERIENCE

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

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

Alternatively, Tenderers without experience may submit statements from a person or persons or organisation as to their abilities and standing in support of their tender, for adjudication purposes.

Failure to comply with either of these requirements shall lead to disqualification.

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

CICKIATUDE	DATE DATE
OKINATURE	DAIF

CONTRACT No. SCM 53 OF 20/21

APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR FUNDRAISING

DATA SHEET 4: SCHEDULE OF RESOURCES

Tenderers are required to submit details of their management, office and supervisory resources, training programmes, yard and office facilities, full-time work-force including trainees, and plant and equipment.

SIGNATURE DATE.......

CONTRACT No. SCM 53 OF 20/21

APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR FUNDRAISING

DATA SHEET 5: DECLARATION OF MUNICIPAL FEES

/We do hereby declare that the Municipal Fees of					
Is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with the Municipality to pay the said Fees:-					
DESCRIPTION	ACCOUNT No.				
Electricity					
Water					
Rates					
may take such remedial action as it reduce to the Contractor shall be utilised	ound that the Municipal Fees are not up to date, the Council equired, including termination of contract, and any income d to offset any monies due to the Council.				
•					
I.D. Number					
Duly authorised to sign on behalf of					
Physical Address					
Signature	Date				

CONTRACT No. SCM 53 OF 20/21

APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR FUNDRAISING

DATA SHEET 6: DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1	Full Name of bidder or his or her representative:
3.2	Identity Number:
3.3	Position occupied in the Company (director, trustee shareholder²):
3.4	Company Registration Number:
3.5	Tax Reference Number:
3.6	VAT Registration Number:
3.7	The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph a below.
3.8	Are you presently in the service of the state? YES / NO
3.8.	If yes, furnish particulars.

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of -
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or

	older" means a person who owns shares in the company and is actively in agement of the company or business and exercises control over the comp	
3.9	Have you been in the service of the state for the past twelve months?	YES / NO
	3.9.1 If yes, furnish particulars	
3.10	Do you have any relationship (family, friend, other) with persons in the ser state and who may be involved with the evaluation and or adjudication o	vice of the f this bid? YES / NO
	5. TO. TII yes, Turnish particulars	
3.11	Are you, aware of any relationship (family, friend, other) between any other and any persons in the service of the state who may be involved with the	her bidder
	3.11.1 If yes, furnish particulars	
3.12	Are any of the company's directors, trustees, managers, principle share stakeholders in service of the state? 3.12.1 If yes, furnish particulars	holders or YES / NO
3.13	Are any spouse, child or parent of the company's directors trustees, man principle shareholders or stakeholders in service of the state?	agers, YES / NO
	3.13.1 If yes, furnish particulars	
3.14	Do you or any of the directors, trustees, managers, principle shareh stakeholders of this company have any interest in any other related combusiness whether or not they are bidding for this contract?	
	3.14.1 If yes, furnish particulars:	

(f) an employee of Parliament or a provincial legislature.

Full Name	Identity Number	State Employee Number
THE UNDERSIGNED, (NAME))	
ERTIFY THAT THE INFORM DRRECT.	MATION FURNISHED ON	THIS DECLARATION FORM
CCEPT THAT THE STATE M	AY ACT AGAINST ME SHO	UI D THIS DECLARATION PRO
Signature		Date

4.

CONTRACT No. SCM 53 OF 20/21

APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR FUNDRAISING

DATA SHEET 7: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law	Yes	No
	(including a court of law outside the Republic of South Africa) for fraud		
404	or corruption during the past five years?		
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and	Yes	No
	taxes or municipal charges to the municipality / municipal entity, or to		
	any other municipality / municipal entity, that is in arrears for more than three months?		
1 1 1			
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal	Yes	No
	entity or any other organ of state terminated during the past five years		
4.7.1	on account of failure to perform on or comply with the contract? If so, furnish particulars:		
1.7.1	ii so, ramon particulars.		
	CERTIFICATION		
	<u> </u>		
	UNDERGIANED (MAME)		
I, IHE	UNDERSIGNED, (NAME)		
CERT	IFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION	ON FOR	RM IS
CORR	ECT.		
	EPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARA E FALSE.	ATION P	ROVE
I O BE	FALSE.		
	Signature		
	Signature Date		
	Position Name of B	idder	

CONTRACT No. SCM 53 OF 20/21

APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR FUNDRAISING DATA SHEET 8: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a *per se* prohibited meaning that it cannot be justified under any grounds.
- 3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:	
(Bid Number and Description)	_
in response to the invitation for the bid made by:	
(Name of Municipality / Municipal Entity)	_
do hereby make the following statements that I certify to be true and	d complete in every respect:
I certify, on behalf of:	that:
(Name of Bidder)	

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious

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

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

Signature	Date				
Position	Name of Bidder				

CONTRACT No. SCM 53 OF 20/21

APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR FUNDRAISING

<u>DATA SHEET 9: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION</u> (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

* Delete if not applicable

1.	Are you by law required to prepare annual financial statements for auditing?
	*YES / NO
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
	*YES / NO
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
2.2	If yes, provide particulars.
3.	Has any contract been awarded to you by an organ of state during the past five years including particulars of any material non-compliance or dispute concerning the executior of such contract?
	*YES / NO
3.1	If yes, furnish particulars

what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*YES / NO

4.1	If yes, furnish particulars	
	<u>CER</u>	<u> </u>
I, THE	E UNDERSIGNED, (NAME)	
	TIFY THAT THE INFORMATION FUR	IRNISHED ON THIS DECLARATION FORM IS
	EPT THAT THE STATE MAY ACT AG E FALSE.	AINST ME SHOULD THIS DECLARATION PROVE
	Signature	Date
	Position	Name of Bidder

CONTRACT No. SCM 53 OF 20/21

APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR FUNDRAISING

TENDER FORM

The City Manager (Acting) City Hall PIETERMARITZBURG 3201

Dear Madam,

Having examined the Conditions of Contract, Specifications, Tender and Legislation of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Conditions of Contract, Specification, Tender and Legislation, save as amended by any modifications under Annexure "A" hereto.

I/We are registered VAT vendors.

Where I/we have a

I/We undertake to deliver the goods comprised in the contract within the time frames stated in this contract document.

I/We certify that I/we have satisfied myself/ourselves that the particulars inserted on all required Affidavits are complete and correct.

I/We confirm that I am/we are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation section of this document.

I/We are registered VAT vendors and my/our VAT vendor registration number is:			
I/We are formally associated by written agreement with the following firms, corporations o companies:			
(Enter Nil if no affiliations)			
I/We are fully paid up members in good standing of the following organisation(s):			
(Enter Nil if no affiliations)			
My/Our Tender Deposit receipt number as issued by the Council is			
Branch of			

account.

It is agreed and understood that should there be any changes on the banking details provided for the entity, a duly signed resolution by all its directors and minutes whereby a resolution for changing the banking details was passed will be submitted to Council including the original letter from the bank confirming the details.

It is agreed and understood that this tender is valid for four (4) months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Council is not bound to accept the lowest or any tender and acknowledge that the Head: Supply Chain Management may, in her absolute discretion if good and sufficient grounds are brought to her attention in writing within five (5) working days from the date of closing of tenders, decline to consider my/our offer.

I/We the undersigned, warrants that I am/we are duly authorised to do so on behalf of the enterprise, certifies that the enterprise complies with all statutory and municipal requirements and that the information supplied in terms of this documents with additional information is correct and accurate and acknowledges that if the information supplied is found to be incorrect then the Msunduzi Municipality in addition to any remedies, it may have: may

- i Recover from the Enterprise all costs, losses or damages incurred or sustained by the Municipality as result of the award of the contract, and /or
- ii Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellations, and/or
- iii Impose a penalty on the Enterprise as provided in the Tender Document, and/or
- iv Take any other action as may be deemed necessary.

I/we further undertake to submit documentary proof regarding any tendering issue to the Council when so required.

Full Name of Signatory	
Capacity of Signatory	
Identity Number	
·	
Duly authorised to sign on behalf of	
Physical Address	
SIGNATURE	. DATE

CONTRACT No. SCM 53 OF 20/21

APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR FUNDRAISING ALTERATIONS BY TENDERER

PAGE	SECTION OR ITEM	PROPOSED DEPARTURE/MODIFICATION

CLONIATURE	5 4 7 2	
SIGNATURE	11// 1 🗠	

CONTRACT No. SCM 53 OF 20/21

APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR FUNDRAISING

OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)

SECTION 37(1)

Whenever an employee does or omits to do any act which would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, it is proved that –

- (a) in doing or omitting to do the act the employee was acting without connivance or permission of the employer or any such user;
- (b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and
- (c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,

the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

SECTION 37(2)

The provisions of subsection (1) shall "mutatis mutandi" apply in the case of a mandatary of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.

ACCEPTANCE BY MANDATORY

In terms of the provisions of Section 37(2) of the Oct.	-	lealth a	nd S	afety	Act 8	85 of 19	93,
(Name of PRINCIPAL CONTRACTOR / Repr		acting	for	and	on	behalf	of
(Name of PRINCIPAL CONTRACTOR / Company) provisions of the Health and Safety Specification					•		
(Name of Site) are complied with in the following r	nanner:						
 To produce, review, monitor and enforce approved by the Client, an Agent for the C To include a risk assessment in the Health pertaining to the project; To ensure that all relevant documentations Safety Act and Regulations, including the for Occupational Injuries and Diseases amended from time to time is available or Enforce precautionary measures stipulate The person signing this agreement confirms that he 	Client or a Print and Safety on required be Construction Act as well as it in the hind in the risk a	ncipal (Plan wl y the (Regula as any ealth a assess	Continich Occupations other and sament	ractoridentic pations, the er state afety	r; fies nal I Con ituto file;	all haza Health a npensat ry laws	rds and ion as
his/her employer, the said Contractor.							
Signature:	Date:						
(on behalf of PRINCIPAL CONTRACTOR)							
Signature:	_ Date:						
(CLIENT- Msunduzi Municipality)							
Print Name:							
(Name of CLIENT Representative)							

CONTRACT No. SCM 53 OF 20/21

APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR FUNDRAISING

TAX CLEARANCE CERTIFICATE

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

CONTRACT No. SCM 53 OF 20/21

APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR FUNDRAISING B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

Please affix to this page a certified copy of the B-BBEE Status Level Verification Certificate as required in terms of Preferential Procurement Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000

CONTRACT No. SCM 53 OF 20/21

APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR FUNDRAISING CIPC REGISTRATION CERTIFICATE

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

CONTRACT No. SCM 53 OF 20/21

APPOINTMENT OF A SUPPLEMENTARY PANEL OF SERVICE PROVIDERS FOR FUNDRAISING CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT

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