

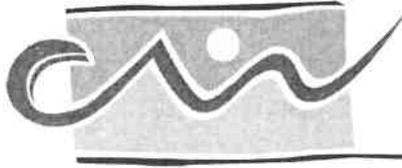


ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

- 1. T 2020/061: SUPPLY AND DELIVERY OF HYGIENE PRODUCTS AND PERSONAL PROTECTIVE EQUIPMENT FOR THE PERIOD ENDING 30 JUNE 2021 X 3
- 2. Q 2021/007: CATERING FOR THE GRADE 12 TOP ACHIEVERS EVENT, BOLAND CRICKET GROUND, PAARL
- 3. Q 2021/021: SUPPLY AND DELIVERY OF NEW COLLAPSIBLE TANKS
- 4. Q 2021/038: GRAPHIC DESIGNER SERVICES FOR A 12 MONTH PERIOD
- 5. Q 2021/058: SUPPLY AND DELIVERY OF RATION PACKS
- 6. Q 2021/061: MAINTENANCE OF RADIO HIGH-SITES, INCLUDING MOBILE AND PORTABLE RADIOS
- 7. Q 2021/068: CONVERT TRAILER INTO MOBILE FRIDGE / FREEZER UNIT
- 8. Q 2021/075: SUPPLY AND DELIVERY OF CHAIRS
- 9. Q 2021/077: SUPPLY AND DELIVERY OF FILE FOLDERS, FILE STORAGE BOXES AND ARCHIVE STORAGE BOXES WITH LIDS
- 10. Q 2021/093: SUPPLY AND DELIVERY OF FIRE FIGHTING PUMPS

I Lorna van Niekerk hereby acknowledge receipt of the following original tender and quotation documents:

Received by [Signature] Date 21/02/2022



CAPE WINELANDS DISTRICT

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

Q 2021/038

GRAPHIC DESIGNER SERVICES FOR A 12 MONTH PERIOD

COMPANY NAME: Bearfish (Pty) Ltd
.....
POSTAL ADDRESS: 9 Van Hoogstraaten Road,
.....
Penzance Estate, Hout Bay,
.....
7806
.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Financial and Strategic Support Services

Supply Chain Management

Tel: 086 126 5263

Fax: 086 688 4173

Q 2021/038
GRAPHIC DESIGNER SERVICES FOR A 12 MONTH PERIOD

Table of Contents

A. QUOTATION NOTICE	3
B. GENERAL CONDITIONS AND INFORMATION	4
C. NATIONAL TREASURY - GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT	15
D. APPLICATION OF PREFERENCE POINT SYSTEM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	26
E. INVITATION TO BID - MBD1	27
F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE	29
G. FORM OF OFFER	31
H. ACCEPTANCE	32
I. QUESTIONNAIRE	33
J. DECLARATION OF INTEREST – MBD 4 B	34
K. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)	39
L. REFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)	41
M. CONTRACT FORM – PURCHASE OF GOODS/WORKS OR RENDERING OF SERVICES (MBD 7.1 or 7.2)	46
N. MUNICIPAL RATES AND SERVICES	48
O. AUTHORITY FOR SIGNATORY	49
P. DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT (SCM) PRACTICES (MBD 8)	50
Q. CREDIT ORDER INSTRUCTION.....	52
R. COMPULSORY DOCUMENTATION / CHECKLIST.....	53
S. REFERENCES	54

A. QUOTATION NOTICE

Formal Written Price Quotations are hereby invited from suitably qualified service for graphic design services for a 12-month period.

Technical enquiries regarding this bid can be directed to Ms Janine Winder at telephone no. 0861 265 263.

Documents are obtainable from the Supply Chain Management Unit of the Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch - Tel no 0861 265 263. Alternatively documents may be downloaded from the website: www.capewinelands.gov.za. → Supply Chain → View quotations and quotes → Quotations open.

All prospective bidders must ensure that they are registered and accredited on the CWDM's Supplier Database and the Central Supplier Database, prior to the closing date of the quotation.

Duly completed quotations must be enclosed in a (separate) sealed envelope and endorsed with the relevant quotation number and description on the envelope/s. The sealed quotations must be placed in the official quotations box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch, before **11h00 on Wednesday, 24 November 2021.**

**HF PRINS
MUNICIPAL MANAGER**

B. GENERAL CONDITIONS AND INFORMATION

Inviting of quotations by the Cape Winelands District Municipality (CWDM), all relevant bid documentation, submitting of quotations by prospective bidders, evaluation / awarding of quotations and all subsequent contractual responsibilities regarding supply and delivery of goods and/or services, will be managed in terms of and MUST comply with:-

- Chapter 11 of the Municipal Finance Management Act, 2003 (Act no.56 of 2003);
- Municipal Supply Chain Management Policy of the CWDM;
- Supply Chain Management: A guide for Accounting Officers of Municipalities (Guide for AO's);
- Any relevant Regulations / Circulars issued by the National Treasury, from time to time, and
- Any Special Conditions detailed in this Contract (SCC) – *referring to, but not limited to: paragraphs B.1. - 17. and C to P.*

Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail (chapter 4.5.2.9 – Guide for AO's)

1. Acceptance or Rejection of a Quotations

The Municipality reserves the right to withdraw any invitation to quotations and/or to re-advertise or to reject any quotations or to accept any quotations in whole or part.

The Municipality does not bind itself to accepting the lowest quotations or the quotations scoring the highest points.

The Municipality reserves the right to accept more than one quotations (in the event of a number of items being offered).

2. Validity Period

The fact and action of handing in a quotation to the Municipality is accepted as a contract between the Municipality and the bidder whereby such a quotation remains valid and available for a period of ninety (90) days, calculated from the closing date as advertised for the quotations, for acceptance, or non-acceptance by the Municipality. The bidder undertakes not to withdraw, or alter, the quotations during this period.

3. Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form.

The Municipality reserves the right not to award quotations to prospective suppliers who are not registered on the Database.

4. Completion of Quotations Documents

The official quotations form must be completed in BLACK ink and any corrections to the official quotations form must also be made in BLACK ink and signed by the bidder.

Any quotations documents received with correction fluid (Tippex) corrections shall be disqualified.

The complete original quotations document must be returned. Missing pages will result in the disqualification of the quotations.

Any ambiguity has to be cleared with contact person for the quotations before the quotations closure.

5. Authorised Signatory

A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

6. Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

7. Quantities of Specific Items

If quotations are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder.

8. Expenses Incurred in Preparation of Quotations

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the quotations.

9. Contact with Municipality after Quotations Closure Date

Bidders shall not contact the Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Municipality, it should do so in writing to the Municipality. Any effort by the firm to influence the Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

10. Opening, Recording and Publications of Quotations Received

Quotations will be opened on the closing date immediately after the closing time specified in the quotations documents. The names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

Telexed, faxed or e-mailed quotations will not be accepted.
The quotations forms should be carefully completed and no errors will be condoned after quotations have been opened.

The Bidder will be liable to take out **forward cover** to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the quotation, from a country dealing in currency other than that of South Africa.

11. Evaluation of Quotations

Quotations will be evaluated in terms of their responsiveness to the quotations specifications and requirements as well as such additional criteria as set out in this set of quotations documents.

12. Subcontracting

The Contractor shall not subcontract the whole of the contract.

Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

Any consent granted or appointment of a subcontractor shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

13. Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

14. Past Practices

The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past quotations.

The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favours, hospitality or any other benefit in any improper way, with this or any past quotations.

15. Persons in the service of the state

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer 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 and/or take an oath declaring his/her interest.

16. **Broad-based black economic empowerment (B-BBEE) status level certificates**

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies of the original, not a photo-copy of another certified copy thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE.

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

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

If an institution is already in possession of a valid and original or certified copy of a bidder's B-BBEE Status Level Verification Certificate that was obtained for the purpose of establishing the database of possible suppliers for price quotations or that was submitted together with another bid, it is not necessary to obtain a new B-BBEE Status Level Verification Certificate each time a bid is submitted from the specific bidder.

Such a certificate may be used to substantiate B-BBEE rating claims provided that the closing date of the bid falls within the expiry date of the certificate that is in the institution's possession.

Each time this provision is applied, cross-reference must be made to the B-BBEE Status Level Verification Certificate already in possession for audit purposes.

AOs / AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:

Bidders other than EMEs

- Verification agencies accredited by SANAS; or
- Registered auditors approved by IRBA (until the expiration of the period prescribed by the DTI)

Bidders who qualify as EMEs

- Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Verification agencies accredited by SANAS

These certificates are identifiable by a SANAS logo and a unique BVA number.

Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on http://www.sanas.co.za/directory/bbee_default.php.

The relevant BVA may be contacted to confirm whether such a certificate was issued.

As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:

- The name and physical location of the measured entity;
- The registration number and, where applicable, the VAT number of the measured entity;
- The date of issue and date of expiry;
- The certificate number for identification and reference;
- The scorecard that was used (for example QSE, Specialized or Generic);
- The name and / or logo of the Verification Agency;
- The SANAS logo;
- The certificate must be signed by the authorized person from the Verification Agency; and
- The B-BBEE Status Level of Contribution obtained by the measured entity. □

Registered auditors approved by IRBA

The format and content of B-BBEE Status Level Verification Certificates issued by registered auditors approved by IRBA must -

- Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo;
- Clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE;
- Reflect relevant information regarding the identity and location of the measured entity;
- Identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores;
- Record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution; and
- Reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date.

Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing B-BBEE approved registered auditor to the list of all approved registered auditors. The list is accessible on <http://www.thedti.gov.za> and / <http://www.irba.co.za>.

The relevant approved registered auditor may be contacted to confirm whether such a certificate was issued.

Accounting officers as contemplated in section 60(4) of the CCA;

These certificates will be issued on the accounting officer's letterhead with the accounting officer's practice number and contact number clearly specified on the face of the certificates.

The content of B-BBEE Status Level Verification Certificates issued by accounting officers as contemplated in the CCA is detailed in paragraph 4.8.5 below.

VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

In terms of the Generic Codes of Good Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME.

In instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million. The relevant Sector Charter thresholds will therefore be used as a basis for a potential bidder to qualify as an EME.

- For example the approved thresholds for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively.
- An EME automatically qualifies as a level 4 contributor with B-BBEE recognition level of 100% in terms of the Codes of Good Practice.
- An EME with at least 51% black ownership qualifies as Level 2 Contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME with 100% black ownership qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as Level 1 contributor with B-BBEE level of 135% in terms of Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME is required to submit a sworn affidavit confirming their annual total revenue of R 10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- An EME that is regarded as a Specialized Enterprise, is required to submit a sworn affidavit confirming their annual turnover/ allocated budget/ gross receipt of R 10 million or less and level of percentage of black beneficiaries to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- An EME may be measured in terms of the QSE scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is in this context that an EME may submit a B-BBEE verification certificate.

ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)

The Codes define a QSE as any enterprise with annual total revenue of between R10 million and R50 million.

- A QSE with at least 51% black ownership qualifies as a Level 2 contributor.
- A QSE with 100% black ownership qualifies as a Level 1 Contributor.
- A QSE that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R 50 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- A QSE that is regarded as a specialized enterprise is required to submit a sworn affidavit confirming their annual turnover/ budget/ gross receipt of R 50 million or less and level of percentage of black beneficiaries or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017

IN ORDER TO BE AWARDED PREFERENCE POINTS, ANNEXURE H. QUESTIONNAIRE AND ANNEXURE K. PREFERENCE POINTS CLAIM FORM (MBD 6.1), MUST BE COMPLETED - FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

17. Application

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.

Where applicable, special conditions of contract may be laid down and included to cover specific supplies, services or works.

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

18. Standards

The goods supplied or the services rendered shall conform to the standards mentioned in the bidding documents and specifications.

19. Information and Inspection

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

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

20. Governing Language

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

21. Payments

Payments shall be made by the District Municipality within **thirty (30)** calendar days of receiving the relevant **invoice / statement provided** by the supplier.

Payment will be made in Rand unless otherwise stipulated.

22. Prices and Evaluation of bids

Prices charged by the service provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the service provider in this Quotations.

The Bidder will be liable to take out forward cover to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the quotations, from a country dealing in currency other than that of South Africa.

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING:

- Relevant specifications
- Value for money
- Capability to execute the contract
- PPPFA & associated regulations

23. Termination for default

The District Municipality, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, may terminate this agreement in whole or in part:

If the service provider fails to deliver any or all of the goods within the period(s) specified in the agreement;

If the service provider fails to perform any obligation(s) under the contract; or

If the service provider in the judgment of the District Municipality, has engaged in corrupt or fraudulent practices in competing for or in executing the contract

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

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

If a District Municipality intends imposing a restriction on a service provider or any person associated with the service provider, the service provider 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 service provider fail to respond within the stipulated fourteen (14) days the District Municipality may regard the service provider as having no objection and proceed with the restriction.

Any restriction imposed on any person by the District Municipality will, at the discretion of the District Municipality, 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 District Municipality actively associated.

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

The name and address of the supplier and / or person restricted by the District Municipality;
The date of commencement of the restriction;
The period of restriction; and
The reasons for the restriction

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

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 Quotations 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. Termination for Insolvency

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

25. Settlement of Disputes

If any dispute or difference of any kind whatsoever arises between the District Municipality and the service provider 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.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the District Municipality or the service provider 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.

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

Notwithstanding any reference to mediation and/or court proceedings herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

The District Municipality shall pay the service provider any monies due for goods delivered and/or services rendered according to the prescripts of the contract.

26. Applicable Law

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

27. Notices

Every written acceptance of a bid and any other notices shall be posted to the service provider concerned 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;

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.

28. Taxes and duties

A service provider shall be entirely responsible for all taxes, duties, license fees, etc., of the contracted goods to the District Municipality.

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

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

29. Value-added tax (VAT) on invoices

Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, 1991 (Act No 89 of 1991). The content of the invoice must contain information as prescribed by the Act.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value Added Tax Act, 1991 (Act No 89 of 1991) requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

The VAT registration number of the District Municipality is 4700193495.

30. Tax Clearance Certificate

A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters are in order with SARS.

In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

31. Municipal Rates, Taxes and Charges

A certified copy of the **bidder's and those of its directors** municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the quotations closure date must accompany the quotations documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

32. PROTECTION OF PERSONAL INFORMATION

In submitting any information or documentation requested in this quotation document, or any other information that may be requested pursuant to this quotation, you are consenting to the processing by the Cape Winelands District Municipality or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, 2013 (Act No 4 of 2013) and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify

the Cape Winelands District Municipality against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.

C. NATIONAL TREASURY - GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

- (a) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (b) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.
- (c) The General Conditions of Contract will form part of all bid documents and may not be amended.
- (d) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC will prevail

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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after 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 goods 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 **"Supplier"** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 **"Tort"** means in breach of contract
- 1.27 **"Turnkey"** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 **"Written" or "in writing"** means hand-written in ink or any form of electronic or mechanical writing.

2. APPLICATION

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions 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 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. STANDARDS

- 4.1 The goods 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

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

7. PERFORMANCE SECURITY

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder 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:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 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 22 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 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, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

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

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.

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

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

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service 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, 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.
- 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 and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

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

16.5 Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

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 or in the purchaser's request for bid validity extension, as the case may be.

8. VARIATION ORDERS

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. For construction related goods, services and/or infrastructure project, contracts may be expanded or varied by not more than 20%. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. ASSIGNMENT

19.1 The supplier 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations 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 22.2 without the application of penalties.

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

22. PENALTIES

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser 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 supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser actively associated.
- 23.6 a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
 - (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction

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

- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Quotations 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. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

25. FORCE MAJEURE

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier 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 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. LIMITATION OF LIABILITY

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

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 SARS must have certified that the tax matters of the preferred bidder are in order.

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

33. TRANSFER OF CONTRACTS

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

34. AMENDMENT OF CONTRACTS

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

35. PROHIBITION OF RESTRICTIVE PRACTICES

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

D. APPLICATION OF PREFERENCE POINT SYSTEM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

The applicable **80/20** preferential points system as set out in Preferential Procurement Regulations 2017 will be used to evaluate individual quotations

Regulation R.32 of 20 January 2017 provides for a preference points system

80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

The points are awarded as follows:

- 80 points is awarded for the **lowest price** if it complies with the Quotations / Formal Written Price Quotation conditions.
- Additional points are awarded for attaining the **B-BBEE status level** of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

E. INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Quotation number:	Q2021/038	Closing date:	24/11/2021	Closing time:	11h00
Description	GRAPHIC DESIGNER SERVICES FOR A 12 MONTH PERIOD				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
Name of bidder	Bearfish (Pty) Ltd				
Postal address	9 Van Hoogstraaten Road, Penzance Estate, Hout Bay, 7806				
Street address	Same as above				
Telephone number	Code		Number	066 202 0475	
Cell phone number	066 202 0475				
E-mail address	info@bearfish.co.za				
VAT registration number	4360283172				
Tax compliance status	TCS PIN:		OR	CSD No:	MAAA 0643036
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> yes <input type="checkbox"/> no		B-BBEE status level sworn affidavit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No [If yes enclose proof]		Are you a foreign based supplier for the goods / services / works offered?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered	INSERT		Total bid price	R INSERT	
Signature of bidder			Date	22 November 2021	
Capacity under which this bid is signed	Head of Strategic Projects				
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Ms Janine Winder				
Telephone number	021 888 5837				
E-mail address	jbauer@capewinelands.gov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewinelands.gov.za				

F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

1. INTRODUCTION

The Cape Winelands District Municipality's Disaster Management Division invites suitably qualified service providers to submit formal written quotations for graphic design services for a 12-month period.

2. BACKGROUND

The Cape Winelands District Municipality's Disaster Management Division conducts various awareness initiatives annually. Assistance is required for the designing of various forms of awareness materials such as posters, pamphlets, booklets etc.

It is required that the successful service provider must be operating in the field of graphic design with proven expertise and creative process of designing print and social media ready content.

3. SCOPE OF WORK

The successful service provider will be required to perform design related services as and when required, ranging from the designing of posters, pamphlets, social media visual material, flyers etc.

The work will entail the following requirements, as guidelines which will be customised per specific brief:

- i. Bring the brief and concept to life based on the client's vision and needs.
- ii. Prepare mock-ups to be provided before finalisation of the design/concept
- iii. Editing proofs to client's specifications and getting the design signed-off/approved
- iv. Make sure the artwork is correct and in the right format, size and colour for production
- v. Keep budget, time and production constraints in mind
- vi. Be creative, adaptable to trends and conceptualise original ideas. The use of clipart will not be accepted.

The Service Provider will be required to provide a quotation for each job which is informed by either a briefing document or a briefing meeting. In more complex work, the Service Provider may be required to meeting with officials to further discuss the design in order to be able to quote adequately.

The hourly rate of the designer must take into account the necessary travel, labour, supervision, overheads, profit etc.

It will be the responsibility of the Cape Winelands District Municipality to translate all messaging into the required language.

4. EVALUATION CRITERIA

- i. The successful service provider must have proven experience within the field of graphic design.
- ii. The graphic designer must have a qualification in graphic design. The CVs of the graphic designer to be used must be provided.
- iii. A brief description of your company and three examples of graphic design projects for either posters, flyers, social media content or pamphlets must be provided. Please note

- that the examples should not be of the same (aforementioned) types of awareness materials.
- iv. Three contactable references of recent projects must be provided.
 - v. Ownership / copyright of all designed material will remain the sole property of the CWDM and cannot be distributed to any other party without prior consent of the said municipality.

CVs and references must accompany the quotation document and must be delivered at the offices of the Supply Chain Management Unit at the Cape Winelands District Municipality's Offices at 29 Du Toit Street, Stellenbosch. ***Failure to submit these documents will lead to disqualification during evaluation.***

5. LOGISTICAL REQUIREMENTS

Depending on the size and urgency of the project, the graphic designer must be able to initiate the design within 48 hours to 5 days of receipt of the official order, or a period as mutually agreed upon.

6. DURATION OF WRITTEN PRICE QUOTTION

The graphic designer services must be available over a 12-month period.

7. RENUMERATION

- No upfront payments will be made.
- Payments to the Service Provider will only be affected on completion of each project.
- Any fees or remuneration are inclusive of value Added Tax.

8. DELIVERABLES

Designing of various awareness items as and when required.
Timeous delivery of services required.

G. FORM OF OFFER

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a Contract in respect of the following works:

Q 2021/038: GRAPHIC DESIGNER SERVICES FOR A 12 MONTH PERIOD

The bidder, identified in the offer signature block, has examined the documents listed in the quotation data and addenda thereto as listed in the quotation schedules, and by submitting this offer has accepted the Conditions of Formal Written Price Quotation.

By the representative of the Formal Written Price Quotation, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Formal Written Price Quotation offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount of be determined in accordance with the conditions of contract identified in the Conditions of Contract.

This offer may be accepted by the Employer by signing the Acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the Conditions of Formal Written Price Quotation, whereupon the bidder becomes the party named as the Service Provider in the Conditions of Contract.

For proper evaluation purposes it is essential that this specific pricing schedule be completed in full and signed. Alternative pricing schedules will not be accepted

PRICING SCHEDULE	Price per hour	15% VAT	Total
Graphic Designer Services <u>per hour</u>	R 600	R 90	R 690

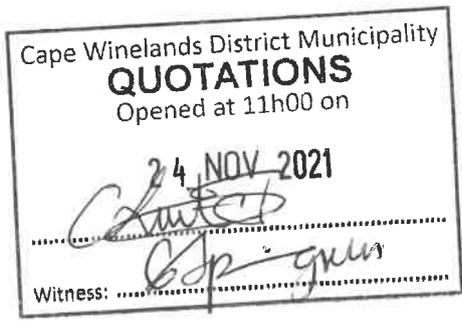
Signature(s): *Rowena Fester*

Name(s): Rowena Fester

Capacity for the Bidder: Head of Strategic Projects

Name of organization: Bearfish (Pty) Ltd

Name and Signature of Witness: *Saarah Malick* Date: 22 November 2021



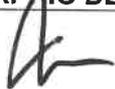
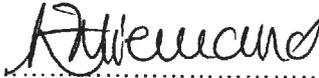
H. ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Bidders offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the Conditions of Contract identified in the contract that is the subject of this agreement.

Deviations from and amendments to the documents listed in the Formal Written Price Quotation data and any addenda thereto as listed in the Formal Written Price Quotation schedules as well as any changes to the terms of the offer agreed by the bidder and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to, and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (now Service Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

ACCEPTANCE (to be completed by the Cape Winelands District Municipality)	
Q 2021/038: GRAPHIC DESIGNER SERVICES FOR A 12 MONTH PERIOD	
 Mr. P.A. Williams Executive Director: Community Development & Planning Services 26/01/2022 Date
 Me. E Niemand Witness 26/01/2022 Date

I. QUESTIONNAIRE

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number
De Villiers Elliott	Hector James	7303015251086	
Bearfish Social Investment NPC		Company reg 2021/460333/08	

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (Act 53 of 2003)

LW! Om Voorkeerpunte te eis moet 'n gesertifiseerde afskrif van u Gebalanseerde Breë Basis Swart Ekonomiese Bemagtigings-telkaart voorgelê word tesame met die **MBD 6.1 Eisvorm** vir punte.

NB! To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card must be submitted with the **MBD 6.1 Claim Form**.

QAPHELA! Ukuba ufuna ukwenza ibango lamanqaku akhethekileyo, kufuneka ukuba isicelo sakho sekopi eqinisekisiweyo ye Balanced Broad-Based Black Economic Empowerment Score Card ihambe kunye nefomu eyi **MBD 6.1 Claim Form**.

Vir meer inligting besoek: / For more information please visit: / Inkcukach ezithe vetshe uzakuzifumana aph:

The Department of Trade and Industry: <http://bee.thedti.gov.za/>
 South African National Accreditation System: <http://www.sanas.co.za/directory.php>
 Independent Regulatory Board of Auditors: <http://irba.co.za/index.php>

Bearfish (Pty) Ltd

Besigheid of persoon se naam:- / Business or person's name:- / Igama leshishini okanye lomntu

- **1.** Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **ras**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **race**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobuhlanga**. 51,67 %
- 2.** Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **geslag**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **gender**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokwesini**. 51,67 %
- 3.** Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **gestremdeheid**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **disability**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobulwewe**. %
- 4.** Persentasie aandeelhouing van persone geklassifiseer as **jeug**. (18 – 35 Jaar oud).
 Percentage of shareholding of persons in the business classified as **youth**. (18 – 35 Years old)
 Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba **lulutsha** (18 – 35 Yeminyaka) %
- 5.** Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / Uit
 Is your business established within the area of jurisdiction of the District Municipality? In / Out
 Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle
 In/Ngaphakathi
 Uit/Out/Ngaphandle
- 6.** Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee
 Do you make use of local labour (job creation)? Yes / No
 Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi
 Ja/Yes/Ewe
 Nee/No/Hayi

J. DECLARATION OF INTEREST – MBD 4 B

(On behalf of the company and its directors/ members/ trustee's/ principle shareholders²)

1. No bid/database registration 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/database registration. 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 the 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/database registration in respect of owners/shareholders² of the company.

3.1	Full Name of bidder or his or her representative	Rowena Fester
3.2	Identity Number (person submitting this declaration)	690828 0058 080
3.3	Position occupied in the Company (official/director/trustee/shareholder ²):	Head of Strategic Projects
3.4	Company Registration Number	2017/336926/07
3.5	Tax Reference Number	9137332236
3.6	VAT Registration Number	4360283172
3.7	The names of all directors/ members/ trustee's/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below	

3.8	Are you or any director/ member/ trustee/ principle shareholder presently in the service of the state?	Yes	No <input checked="" type="checkbox"/>
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.9	Have you or any director/ member/ trustee/ principle shareholder been in the service of the state for the past twelve months?	Yes	No <input checked="" type="checkbox"/>
3.9.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.10	Do you or any director/ member/ trustee/ principle shareholder have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No <input checked="" type="checkbox"/>
------	--	-----	--

3.10.1 If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.11	Are you aware of any relationship (family, friend, other) between you or any director/ member/ trustee/ principle shareholder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No <input checked="" type="checkbox"/>
------	---	-----	--

3.11.1 If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.12	Is any spouse, child or parent of the company's directors/ members/ trustees/ principle shareholders or stakeholders in the service of the state?	Yes	No <input checked="" type="checkbox"/>
------	---	-----	--

3.12.1 If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.13	Do you or any director/ member/ trustee/ principle shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No <input checked="" type="checkbox"/>
------	--	-----	--

3.13.1 If yes, furnish particulars.

3.14	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	Yes	No <input checked="" type="checkbox"/>
------	--	-----	--

3.14.1 If yes, furnish particulars.

3.15	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the Register for Quotations Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	No ✓
3.15.1	If yes, furnish particulars.		

3.16	Was the supplier or any director/ member/ trustee/ principle shareholder convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No ✓
3.16.1	If yes, furnish particulars.		

3.17	Does the supplier or any director/ member/ trustee/ principle shareholder owe any municipal rates and 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?	Yes	No ✓
3.17.1	If yes, furnish particulars. The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted every three months – provide individual information in the schedule under par. 4.		

3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No ✓
3.18.1	If yes, furnish particulars.		

4	<p>MFMA Circular No 62 of July 2013 require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. A shareholder is defined as a person who owns shares in the company and is actively involved in the management of the company or business, and exercises control over the company.</p>					
	Full name of directors / trustees / shareholders	Identity Number	% Share-holding in company	Personal Tax Reference Number	State Employee Number (Persal)	Municipal rates & services account numbers (3.17.1) <i>Municipal clearance or most recent service account must be attached as evidence</i>
1	Hector James De Villiers Elliott	7303075251086	49%			218132328
2	Bearfish Social Investment NPC	Company reg no 2021/460333/08	51%			
3						
4						
5						
6						
7						
8						
9						
10						

I, the under signed, certify that the information furnished on this declaration form is true and correct. I accept that my/my company's bid/registration may be rejected and in addition to the rejection that action may be taken against me/ my company should this declaration prove to be false.

Rester *Maix*

22 November 2021

Signature

Date

Head of Strategic Projects

Bearfish (Pty) Ltd

Capacity of Signatory

Name of Bidder/Company/CC Name

MANDATORY SECTION: THIS DECLARATION WILL NOT BE ACCEPTED IF NOT CERTIFIED:

- ¹ MSCM 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
 - (f) an employee of Parliament or a provincial legislature.
- ² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Commissioner of Oaths

Signed and sworn to before me at Athlone SAs

on this the 24 day of 11 2021 by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths [Signature]

Position: Sgt

Address Athlone SAs

Tel: 011 691 2888

Apply official stamp of authority on this page:

24 NOV 2021

ATHLONE

SUID-AFRIKAANSE POLISIEDIENS

This document is compulsory, in terms of Regulation 44 of the Supply Chain Management Regulations, to do business with any municipality – If not endorsed by a Commissioner of Oaths, or failure to submit it, will disqualify your business from the acquisitioning process. (Must be submitted annually)

K. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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).² Collusive bidding is a *pe se* prohibition 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;
 - b. 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.
4. 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.
5. 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:

Q 2021/038 - GRAPHIC DESIGNER SERVICES FOR A 12 MONTH PERIOD

.....
(Bid Number and Description)

in response to the invitation for the bid made by: CAPE WINELANDS DISTRICT MUNICIPALITY do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: Bearfish (Pty) Ltd 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 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.



22 November 2021

.....
Signature

.....
Date

.....
Head of Strategic Projects

.....
Bearfish (Pty) Ltd

.....
Position

.....
Name of Bidder

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.

L. REFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)

This document serves as a claim form to qualify for preference points in respect of Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution and must accompany the applicable certificate.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

- 1.2 a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

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

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contributor: . = 2(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES NO

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES NO

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm: Bearfish (Pty) Ltd

9.2 VAT registration number: 4360283172

9.3 Company registration number: 2017/336926/07

9.4 **TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

Marketing, Planning, Research, Strategy, Content Production

9.6 **COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: Cape Town

Registered Account Number: 218132328

Stand Number: 9653

9.8 Total number of years the company/firm has been in business: 4

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

WITNESSES

1. *Buttan*

2. *Saarah Malick*

Rester

SIGNATURE(S) OF BIDDERS(S)

DATE: 22 November 2021

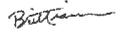
ADDRESS 9 Van Hoogstraten Road
Hout Bay, 7806

M. CONTRACT FORM RENDERING OF SERVICES (MBD 7.2)

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 (name of the institution).....Cape Winelands Municipality... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... Q 2021/038..... 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	Rowena Fester
Capacity	Head of Strategic Projects
Signature	
Company name	Bearfish (Pty) Ltd
Date	22 November 2021
Witness 1		Date 22 November 2021
Witness 2	Saarah Malick	Date 22 November 2021

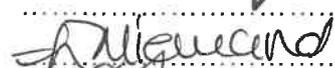
**Q 2021/038:
GRAPHIC DESIGNER SERVICES FOR A 12 MONTH PERIOD**

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, **Pietie Williams** in my capacity as **Executive Director Community and Development** accept your bid under reference number **Q 2021/038** dated **24/11/20221** for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

Awarded to: Bearfish (Pty) Ltd
Prices (VAT included): R690.00 per hour Vat included
Brand: Not applicable
Delivery period: 01 July 2021 to 30 June 2022
BBBEE status level: 2
Local content and production: Not applicable

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

Signed at: **Stellenbosch**
Date: 24/01/2022
Name (Print) **Pietie Williams**
Signature 
Witness 1  Date 24/01/2022
Witness 2  Date 26/01/2022

N. MUNICIPAL RATES AND SERVICES

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality
HJD Elliott	9 Van Hoogstraten Road, Hout Bay, Cape Town	218132328	City of Cape Town

NB: Please attach certified copy/copies of the Municipal Account(s)

DECLARATION:

I, the undersigned (name) Rowena Fester
 Certify that the information furnished above is correct. I accept that the state may act against me should this declaration prove to be false.



Signature

22 November 2021

Date

Head of Strategic Projects

Position

Bearfish (Pty) Ltd

Name of Bidder

O. AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs Rowena Fester
 acting in his/her capacity as Head of Strategic Projects
 of the business trading as Bearfish (Pty) Ltd
 to sign all documentation in connection with Quotation Q 2021/038

Name of members / directors	Signature	Date
Hector James Devilliers Elliott	<i>H Elliott</i>	22 November 2021

Note: If bidders attached a copy of their Authorized Signatory it is not necessary to complete this form.

In supporting docs section

P. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT (SCM) PRACTICES (MBD 8)

1. This Municipal Bidding Document must form part of all bids invited.
2. 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.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - Abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - Been convicted of fraud or corruption during the past five years;
 - Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - Been listed in the Register of Quotation Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No12 of 2004)
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

4.2.1	If so, furnish particulars:
4.3	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? <input type="checkbox"/> <input checked="" type="checkbox"/>
4.3.1	If so, furnish particulars:

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) Rowena Fester.....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

Rowena Fester
.....
Signature

22 November 2021
.....
Date

Head of Strategic Projects
.....
Position

Bearfish (Pty) Ltd
.....
Name of Bidder

Q. CREDIT ORDER INSTRUCTION

It is the policy of the Cape Winelands District Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

DETAILS OF FIRM/INSTITUTION

Name	Bearfish (PTY) Ltd

DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:

NAME OF BANK	INVESTEC
NAME OF BRANCH	GRAYSTON DRIVE
BRANCH CODE	
ACCOUNT NUMBER	10012664422
TYPE OF ACCOUNT	1 = Cheque <input checked="" type="checkbox"/> 2 = Savings

I/we hereby request and authorise the Cape Winelands district municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we understand that a payment advice will be supplied by the Cape Winelands District municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.

I/we further undertake to inform the Cape Winelands District municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

B Trainer 22 November 2021 066 202 0475
 INITIALS AND SURNAME: AUTHORISED SIGNATURE: DATE: TELEPHONE NUMBER:

FOR BANK USE ONLY

I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct: AUTHORISED SIGNATURE	OFFICIAL DATE STAMP
--	----------------------------

FOR FULL SUPPLIER ACCREDITATION, ALL PARTS MUST BE COMPLETED AND SIGNED:

R. COMPULSORY DOCUMENTATION / CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE QUOTATION DOCUMENT:

Form G - Form of offer Is the form duly completed and signed?	Yes	✓	No	
Form J – Declaration of Interest (MBD4) Is the personal declaration from each and every owner / member / director duly completed, certified and signed?	Yes	✓	No	
Form K – Certificate of Independent Bid Determination (MBD 9) Is the form duly completed and signed?	Yes	✓	No	
Form L – Preference Points Claim – (MBD 6.1) Is the form duly completed and signed?	Yes	✓	No	
Form M - Contract Form Is the form duly completed and signed?		✓		
Form N – Municipal Rates and services Is a certified copy of the bidder's and those of its director's municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date attached?	Yes	✓	No	
Form O– Authority for Signatory Is the form duly completed and is a certified copy of the resolution attached?	Yes	✓	No	
Form P – Declaration of Past Supply Chain Practices (MBD 8) Is the form duly completed and signed?	Yes	✓	No	
Tax Compliance Status Is your unique personal identification number (pin) issued by SARS attached?	Yes	✓	No	

Additional documents applicable to this specific quotation: Failure to submit this documentation shall lead to disqualification)				
Company profile Is a company profile attached?	Yes	✓	No	

Failure to submit the following certificate will not lead to disqualification, but the tenderer will score 0 points for B-BBEE during the evaluation of tender offers.

B-BBEE Certificate Is a certified copy of the B-BBEE or Original certificate attached?	Yes	✓	No	
--	-----	---	----	--

I, Rowena Fester confirm that all compulsory documents for this tender is duly completed, signed and attached to this document.

Signature: Rowena Fester Date: 22 October 2021

S. REFERENCES

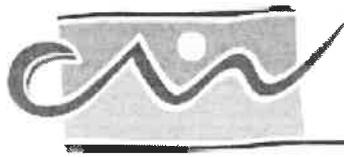
This schedule is to determine the capability of the bidder to execute the contract.

At least three (3) reference letters from companies with whom the service providers are/have conducted business relating to the terms of reference of this tender must be included in the tender document, together with the contact details of the references, alternatively reference letters must be submitted within a timeframe as to be determined by the Cape Winelands District Municipality.

Company Name	Western Cape Dept of Transport & Public Works
Description of project	Safely Home Calendar
Contact person name	DDG Adv Kyle Reinecke
Contact person telephone number	021 - 483 5455
Value of project	N/A

Company Name	Western Cape Dept of Transport & Public Works
Description of project	Covid 19 Hotspot Co-ordination
Contact person name	Ms Jacqueline Gooch
Contact person telephone number	021 - 483 2826
Value of project	N/A

Company Name	Western Cape Department of Transport & Public Works
Description of project	Marketing (General)
Contact person name	Mr Jandre Bakker
Contact person telephone number	021 - 483 8513
Value of project	N/A



CAPE WINELANDS DISTRICT
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

BID NO Q2021/038

**GRAPHIC DESIGNER SERVICES
FOR A 12 MONTH PERIOD**

**TECHNICAL SUBMISSION &
SUPPORTING DOCUMENTATION**

**BEARFISH
STRATEGIC
SERVICES**



CONTENTS

Supporting Documents

BBBEE Affidavit

SARS PIN

Municipal Rates & Services Account

Bank Account confirmation

Company Profile

Team Organogram & CVs

Previous Graphic Design Projects

References



SUPPORTING DOCUMENTS



SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE (GENERAL)

I, the undersigned,

Full name & Surname	Hector James de Villiers Elliott
Identify number	730301 6251 086

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	Bearfish (Pty) Ltd
Trading Name (If Applicable):	Bearfish Strategic Services
Registration Number:	2017/336926/07
Vat Number (If Applicable)	4360283172
Enterprise Physical Address:	9 van Hoogstraten Rd, Penzance Estate, Hout Bay, 7806
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	(Pty) Ltd
Nature of Business:	Consultancy providing the development and management of strategic projects
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date
Definition of "Black Designated groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is 51.67 % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is 51.67 % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is 0 % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = 0 %
 - Black Disabled % = 0 %
 - Black Unemployed % = 0 %
 - Black People living in Rural Areas % = 0 %
 - Black Military Veterans % = 0 %
- The entity is an Empowering Supplier in terms of Clause 3.3.3 (a) or (b) or (c) or (d) (select one) a of Section 9 (1) Codes of Good Practice as Amended, 31 May 2019.
- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of 28/02/2021 (DD/MM/YYYY), the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	✓

	YES/NO
Do you know and understand the content of the declaration?	YES
Do you have any objection to taking the prescribed oath?	NO
If yes to the above, do you want to make an affirmation?	—
Do you consider the prescribed oath to be binding on your consciences?	YES

4. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature: *HELOIT*

Date: 18 June 2021

[Signature]
Commissioner of Oaths

Signature & stamp (if applicable)

Date: 18 June 2021

.....
KIRSTEN ANNIE PAYNE
 COMMISSIONER OF OATHS
 PRACTISING ATTORNEY R.S.A (CAPE)
 UNIT 7 RED SAILS
 MAIN ROAD
 HOUT BAY 7806



TAX COMPLIANCE STATUS

PIN Issued

BEARFISH CONSULTING
PO BOX 3347
TYGERVALLEY
7536

Enquiries should be addressed to SARS:

Contact Detail

SARS
Alberton
1528

Contact Centre Tel: 0800 00 SARS (7277)
SARS online: www.sars.gov.za

Details

Taxpayer Reference Number: 9137332236

Always quote this reference number when contacting SARS

Issue Date: 2021/07/27

Dear Taxpayer

TAX COMPLIANCE STATUS PIN ISSUED

The South African Revenue Service (SARS) has issued your tax compliance status (TCS) PIN as indicated below:

TCS Details:	
Taxpayer Name	Bearfish
Trading Name	BEARFISH CONSULTING
Tax Reference Number(s)	IT - 9137332236 Vat - 4360283172 PAYE - 7270802053
Purpose of Request	Good Standing
Request Reference Number	0040622102GS2707211757393
PIN	E6572538BL
PIN Expiry Date	27/07/2022

You may authorise a third party to view your TCS by providing them the PIN. The PIN only allows the third party access to your TCS. All other tax information remains secure.

Your TCS displayed is based on your compliance as at the date and time the PIN is used.

You may cancel this PIN at any time before the expiry date reflected above. Once cancelled, a third party will not be able to verify your TCS.

SARS reserves the right to cancel this PIN in the event that it was fraudulently issued or obtained.

Should you have any other queries please call the SARS Contact Centre on 0800 00 SARS (7277). Remember to have your taxpayer reference number at hand when you call to enable us to assist you promptly.

Sincerely

ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE

MUNICIPAL RATES & SERVICES ACCOUNT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Civic Centre
 12 Hertzog Boulevard 8001
 PO Box 655 Cape Town 8000
 VAT registration number
 4500193497

Tax invoice number	150008675483
Customer VAT registration number	
Account number	218132328
Distribution code	
Business partner number	1001918460



MR HJD & MRS CB ELIOTT
 9 VAN HOOGSTRATEN STREET
 HOUT BAY
 7806

Computer generated copy tax invoice

Tel: 086 010 3089 - Fax: 086 201 1017
 Tel: International calls +27 21 401 4701
 E-mail : accounts@capetown.gov.za
 Correspondence: Director : Revenue, P O Box 655,
 Cape Town 8000
 Web address:www.capetown.gov.za

Account summary as at 16/09/2021		Due date	11/10/2021
At 11 VAN HOOGSTRATEN ROAD, HOUT BAY / Erf 9653			
Previous account balance			6778.95
Less payments (20/08/2021)	Thank you		3126.17-
Arrears (a)	Payable Immediately		3652.78
Latest account (see overleaf)			3124.40
Current amount due (b)	Payable by 11/10/2021		3124.40
Total (a) + (b)			6777.18
Total (a) + (b) above		6777.18	
Total liability		6777.18	



Please note:

- Payment options
 - (a) Debit orders: Call 0860 103 089 or visit a Customer Service Centre.(b) Internet payments: Visit www.Easypay.co.za.
 - (c) Electronic payments (EFT): Select the City of Cape Town as a bank-listed beneficiary on your bank's website. Use only your nine-digit municipal account number as reference.
 - (d) Direct deposit at Nedbank: Please present your account number 218132328 to the bank teller. (e) Cash, debit card, credit card and other: Please present your account to the cashier.
- Where the City incurs bank costs on any mode of payment, the City will recover such cost on the portion of the amount above R7000.00 per transaction per account number. The City absorbs such costs in respect of a single payment of R7000.00 and below.
- Interest will be charged on all amounts still outstanding after the due date.
- You may not withhold payment, even if you have submitted a query to the City concerning this account.
- Failure to pay could result in;
 - (a) The City recovering debt overdue on the purchasing of pre-paid electricity,
 - (b) your water and/or electricity supply being disconnected/restricted. Immediate reconnection of the supply after payment cannot be guaranteed.
 A disconnection fee will be charged and your deposit amount might be increased.



Pay points: City of Cape Town cash offices or the vendors below:



MR HJD & MRS CB ELIOTT



>>>> 915552181323281

Account number	218132328
Total due if not paid in cash	6777.18
Amount due if paid in cash	6777.10
Rounded down amount carried forward to next invoice	0.08

Account details as at 16/09/2021

Account number 218132328



PROPERTY RATES (Period 19/08/2021 to 16/09/2021) 29 Days
At 11 VAN HOOGSTATEN ROAD, HOUT BAY / Erf 9653

Residential

Rateable portion of valuation From : 19/08/2021 R 2300000 - R 15000 = R 2285000

From 19/08/2021 : R 2285000.00 @ 0.0060300 ÷ 365 x 29 1094.73

Additional rebate credit

From 19/08/2021 : R 285000.00 @ 0.0060300 ÷ 365 x 29 136.54-

958.19



ELECTRICITY (Period 04/08/2020 to 06/09/2021 - 399 Days) (Actual reading)
At 11 VAN HOOGSTATEN ROAD, HOUT BAY / Erf 9653
Meter no: 202732 / Consumption 7663.000 kWh / Daily average 19.206 kWh

Consumption charge: Home User

& From 04/08/2020 : (1) 1,632.3290 kWh @ R 1.8393 (2) 2,176.4380 kWh @ R 1.8393 (3) 2,548.2581 kWh @ R 1.8393 14418.43

& From 01/07/2021 : (1) 1,305.9749 kWh @ R 2.0873 168.95

& Home User Charge 13398.68-

Reversal of estimated consumption (7155.414 kWh)

1188.70



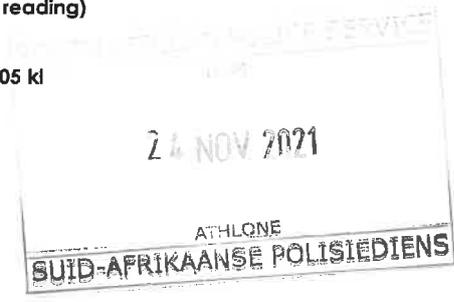
WATER (Period 13/08/2021 to 13/09/2021 - 32 Days) (Estimate reading)
At 11 VAN HOOGSTATEN ROAD, HOUT BAY / Erf 9653
Meter no: 40151581 / Consumption 6.549 kl / Daily average 0.205 kl

Consumption charge (domestic)

& (1) 6.3120 kl @ R 15.8600 (2) 0.2369 kl @ R 21.7900 105.27

& Fixed Basic Charge (20mm - 40151581) R 109.73 x 1 109.73

215.00



REFUSE (Period 19/08/2021 to 16/09/2021) 29 Days
At 11 VAN HOOGSTATEN ROAD, HOUT BAY / Erf 9653

& Refuse charge (1 X 240IBIN X 1 Removals) 142.00

142.00



SEWERAGE (Period 13/08/2021 to 13/09/2021 - 32 Days) (Estimate reading)
At 11 VAN HOOGSTATEN ROAD, HOUT BAY / Erf 9653

Disposal charge

& (1) 4.4190 kl @ R 13.9400 (2) 0.1652 kl @ R 19.1500 64.76

64.76

IMPROVEMENT DISTRICT (Period 19/08/2021 to 16/09/2021) 29 Days
At 11 VAN HOOGSTATEN ROAD, HOUT BAY / Erf 9653

Account details as at 16/09/2021

Account number 218132328



Total value 273.20

& From 19/08/2021 : R 2300000.00 @ 0.00149500 ÷ 365 x 29

273.20

Add 15% VAT on amounts marked with & above

282.55

0% VAT on amounts marked with # above

Current account: Total due

3124.40

Meter details

Meter details	Previous reading	New reading	Units used
ELECTRICITY 202732 001 20417.000kWh (Actual)	28080.000kWh (Actual)	7663.000kWh	
WATER 40151581 001 1567.654kl (Estimate)	1574.203kl (Estimate)	6.549kl	

STATIONMASTER
 FORCE
 N. [Signature]

24 NOV 2021
 ATHLONE
 SUID-AFRIKAANSE POLISIEDIENS



Investec

Specialist Bank

Private Banking

Investec Bank Limited

100 Grayston Drive Sandown Sandton 2196
Private Bag 3003 Randburg 2125 South Africa
T +27 (0) 11 286 9663 F +27 (0) 11 286 9555
www.investec.co.za

21 July 2020

To Whom It May Concern

Account name Bearfish (Pty) Ltd
Investec Private Bank Account 10012664422

Investec Private Banking would like to confirm that Bearfish (Pty) Ltd has an Investec Private Bank Account in South Africa.

Bank details are as follows:

Bank	Investec Bank Limited
Branch	100 Grayston drive
Branch Code	58 01 05
Type of Account	Current Account
Account Number	10012664422

This letter has been issued in good faith and is concluded without any responsibility on Investec or its officials.

If you have any queries, please contact us on (2711) 286 9663.

Yours sincerely

Investec Private Banking

Investec Private Banking

Private Banking

Cash Investments | Foreign Exchange | Personal Finance | Transactional Banking

Investec Specialist Bank, a division of Investec Bank Limited registration number 1969/004763/06. Investec Specialist Bank is committed to the Code of Banking Practice as regulated by the Ombudsman for Banking Services. A registered credit provider registration number NCRCP9.

COMPANY PROFILE



COMPANY PROFILE

Bearfish Strategic Services is a strategic consultancy based in Cape Town. Comprising a lean but agile team of 15, we offer two decades of experience in fields as varied as information technology, education and marketing, law enforcement, road safety engineering and data analysis and evaluation. We specialize in the transport, safety and health sectors, but our diverse team has experience in numerous fields, in both the private and public sectors.

We provide solutions in 5 key areas: Strategy, Research, Marketing, Planning and Operations. The projects we manage range from the design and implementation of a major public health communications campaign, the Safely Home Calendar, to the development, implementation and management of a program for Whole of Government intervention in Covid-19 Hotspot Areas.

While employed by the Western Cape Government's Department of Transport & Public Works our Managing Director, Hector Elliott, designed and oversaw the implementation of the Safely Home Road Safety Calendar. This is a thematic population level communication platform, predicated on the principles of being evidence-driven, sustained and founded on best-practice marketing tactics. The Calendar tackles thematic issues identified through data analysis, and tracks progress against actual impact in terms of changing attitudes by means of an annual survey. In addition, the Calendar plays a critical role in supporting law enforcement activities and strategic initiatives.

Bearfish Strategic Services is responsible for developing and implementing the communication strategy across all platforms, including production. Accolades accrued by the campaign over the past 5 years include a Bronze Cannes Lion, Gold and Silver Loerie Awards, an AdForum International Advertising award, and we achieved finalist status in 19 categories at the Cannes Lions Awards in 2018. In addition, we have the distinction of having produced what is regarded as the Most Watched South African ad of all time – the "It Can Wait" cellphone ad, which garnered an audience of hundreds of millions online and on TV networks across the world.

Whilst the company has only been in operation for 4 years, our management of the Safely Home Calendar spans back to 2014, with our MD having developed the programme, and our Manager, Strategic Projects (Rowena Fester) overseeing the advertising account for the Safely Home Calendar whilst employed at their advertising agency, Young & Rubicam.

COMPANY PROFILE (cont)

Over and above the awards we have accrued for the Calendar (listed previously), we are also proud of the following achievements:

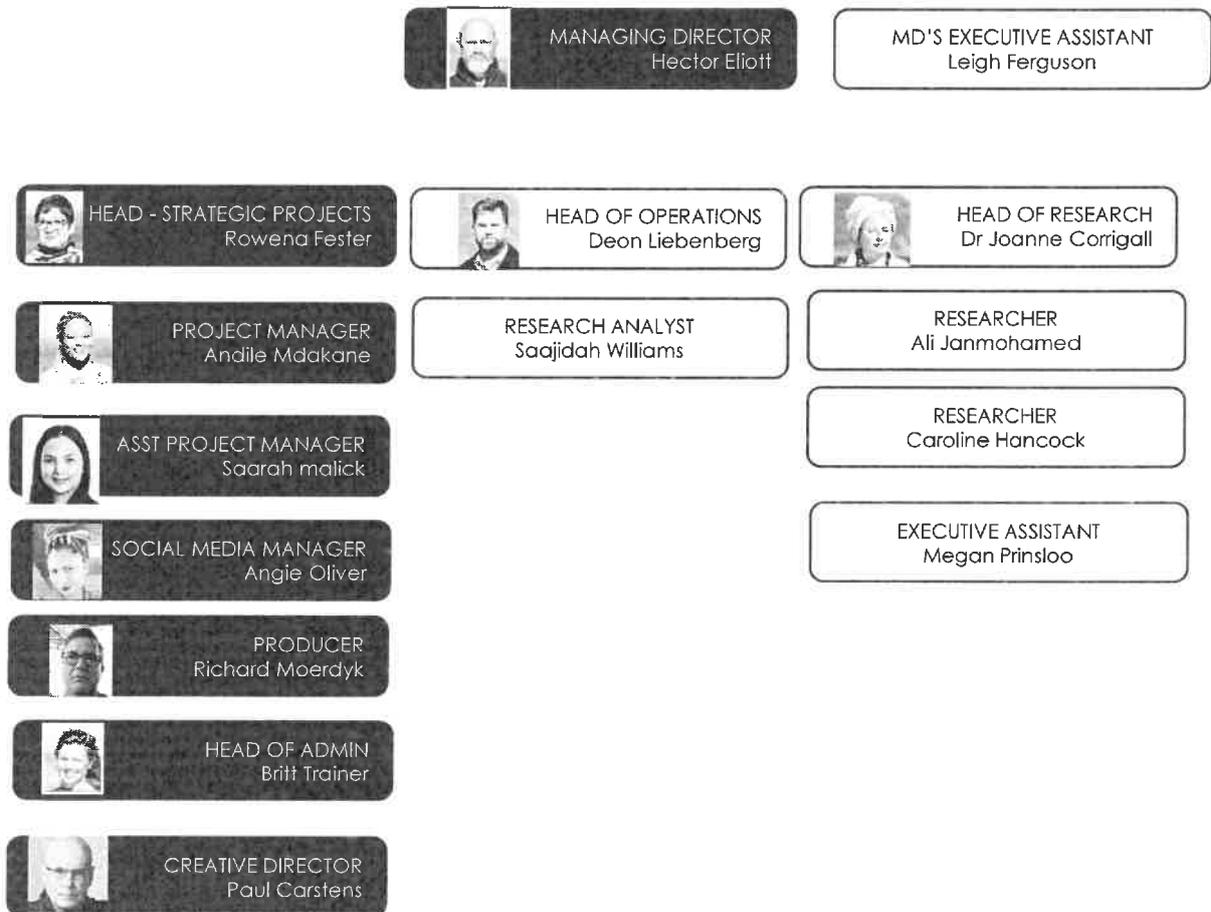
- Growing the followers on the Safely Home social media platforms since taking over management of social media in July 2018, as follows:
Facebook – 361%
Twitter – 346%
YouTube – 199%
- Achieving Engagement rates far in excess of industry benchmarks for law enforcement campaigns
- The implementation of an innovation out-of-home campaign using a “Sky banner” to promote drinking & driving messaging, and working with Western Cape Provincial Traffic Services to co-ordinate Random Breath Testing operations around major events.
- Managing multi-million rand above-the-line campaigns across traditional media channels.

TEAM ORGANOGRAM & CVs





ORGANISATIONAL STRUCTURE



KEY PERSONNEL

Hector Elliott – Managing Director

The founder of the company, Hector has extensive experience in the public sector, having been employed by the Western Cape Government from 2010 to 2018, in various capacities, including Special Advisor to the Premier, Helen Zille, and Head of the Transport and Public Works Ministry.

Rowena Fester – Manager, Strategic Projects

Rowena worked in the advertising industry for 20 years, running various large accounts in the capacity of Business Unit Head. Her public sector experience includes managing the Western Cape Government account for three years at Young & Rubicam. She was responsible for developing the required systems, processes and staffing requirements to run the account, which encompassed all 13 regional government departments.

Andile Mdakane – Project Manager

Andile has extensive project management experience, across a number of fields. In the major events space, she was responsible for the project management of the Puppet Project, which was a key part of the World Cup 2010 programme. She spent four years as a content producer for one of the largest afternoon TV programmes, and she has also worked in the advertising industry, managing various accounts.

Paul Carstens – Creative Director

Paul has extensive experience as a Graphic Designer, working for some of South Africa's biggest brands over the past 30+ years. After serving as Head of Design at international agency FCB for 18 years, Paul decided to enter the freelance arena. He is responsible for all Bearfish design projects.

Curriculum Vitae – Hector James de Villiers Eliott

Basic Details and Education			Resumé			
Contact Numbers:	083 669 9609 (C)		From:	To:	Where:	Position:
Date of Birth:	01/03/1973	Nationality	Present		Bearfish Strategic Services	Managing Director
Security Clearance:	TOP SECRET	ID No.	7/2014	7/2018	Dept of Transport and Public Works	Strategic Co-ordinator, Transport Management
Languages:	English, Afrikaans, Some French and Xhosa. Rudimentary Spanish.					
School:	Rondebosch Boys' High School, Cape Town 1988: Gold Medal, Junior Maths Olympiad 1990: Silver Medal, National History Olympiad 1990: Matric, "A" aggregate					
University Undergraduate & Short Course:	Rhodes University, Grahamstown 1991: Rhodes University Academic Scholarship 1993: Honours Degree Academic Scholarship 1993: BA (English, History) with distinction in English 2016: University of Cape Town, Business Systems Analyst					
University Postgraduate:	Rhodes University, Grahamstown 1994 Academic Colours 1994 Masters Degree Scholarship 1994 BA (Hons) in English, awarded <i>Cum Laude</i> 2016-present <i>Master of Engineering, Stellenbosch University</i>					
Military Postgraduate:	Royal Military Academy, Sandhurst, Camberley, UK 1997 Commissioned, The Parachute Regiment (2 nd Bn)					
	10/2012	6/2014	6/2014	6/2014	Office of the Premier	Special Advisor to Premier Helen Zille
	7/2010	9/2012	9/2012	9/2012	Ministry of Transport and Public Works	Head of Ministry
	2/2010	6/2010	6/2010	6/2010	Praekelt Digital	Technical Project Manager, Operations Manager
	5/2009	12/2010	12/2010	2010	Odyssey Security, St John, USVI	Chief Technical Officer
	7/2007	2/2010	2/2010	2/2010	eKhula	MD, Software Project Manager
	2004	2007	2007	2007	LiveTechnology, New York, USA	Senior Project Manager
	2001	2003	2003	2003	War Party Construction, St John, USVI	Assistant Project Manager, Team Leader
	1995	2000	2000	2000	British Army, United Kingdom	Infantry Officer, Parachute Regiment

Work History Summary

When:	Where:	Position:	Mgt Level:	Description:	Key Elements:	Key Achievements
7/2018 Present	Bearfish Strategic Services	Managing Director	MD	Founded BSS to provide high quality strategic consulting services, including Research, Planning, Operations and Marketing	Manage and co-ordinate the WCG Safely Home program, District Safety Plan program. Manage and co-ordinate the Covid-19 Hotspot Response in Western and Southern Health Sub-Districts.	Development and implementation of the Whole of Government Approach blue print for co-ordination of government response to Covid-19 hotspots.
7/2014- 7/2018	Dept of Transport and Public Works	Strategic Co-ordinator	Senior – Chief Director	Responsible for Safely Home Calendar, the Western Cape road safety communication platform. Responsible for District Safety Plan programme – integrated operational planning for road safety.	Manage R30m marketing budget to help address road safety issues and bring down deaths and injuries. Public and media recognition as transport and road safety specialist.	Developed and launched communication strategy. Multiple awards won for First Kiss and Ubuthakathi campaigns. Developed and implemented game-changing framework for integrated operational planning at district level.
10/2012- 6/2014	Office of the Premier	Special Advisor	Senior – Chief Director	Responsible for co-ordinating the transversal management system. Advise the Premier on transport and safety and	Excellent overview and understanding of provincial government at policy and strategy level.	Key role in evolution of PTMS towards new Provincial Strategic Plan. Exposed and stopped the

			security matters.	Excellent range of contacts across the executive and senior management of the WCG.	“poo protestors” who were severely disrupting the transport network.
7/2010-9/2012	Ministry of Transport and Public Works	Head of Ministry	Senior - Director Responsible for running the office of the Minister, advising and representing the Minister.	Excellent overview and understanding of transport matters, at national and regional level. Widely known and respected, with excellent contact network across the full range of transport stakeholders, from Sanral to Santaco.	Turned office of the Minister from an administrative shambles to a lean and effective unit. Multiple innovative and effective improvements, including Name & Shame, the Admin Mark and Crash Witness.
2/2010-5/2010	Praekelt Digital	Technical Project Manager, Operations Manager	Senior Responsible for management of complex technical projects and project management operations	Studied multiple programme and project management applications. Exposure to cutting edge digital communication	Outstanding contribution award. Technical PM on first DSTV mobile platform. Technical PM on Diageo’s NEO migration.

5/2009-12/2010	Odyssey Security, St John, USVI	Chief Technical Officer	Senior	Responsible for all technical aspects of the business.	Excellent working knowledge of security infrastructure, notably digital camera networking and operations.	Established the company and secured all its initial contracts.
7/2007-2/2010	eKhula	MD, Software Project Manager	Senior	Conceived, founded and ran eKhula, a web development company.	Gained good understanding of South African private sector, especially entrepreneurship and SMMEs in the IT field.	Started up and ran a profitable web development company through the 2008 global depression.
2004-2007	LiveTechnology, New York, USA	Senior Project Manager	Senior	Responsible for management of strategic and complex projects. Responsible for management of account executives and project managers, especially hiring and firing.	Gained thorough knowledge of programme and project management methodologies. Excellent exposure to global corporates, including Bank of America and AIG.	Project managed world's first full-service digital advertising production platform. Project managed Bank of America's online brand management programme.
2001-2003	War Party Construction, St John, USVI	Assistant Project Manager, Team Leader	Middle	Ran construction crews, assisted with project management, payroll and administration.	Gained thorough knowledge of the entire construction process from planning to bush-clearing to interior finishes.	Learned every aspect of the profession, from laying out buildings to laying stone to operating heavy machinery.
						Invaluable education in implementation from ground

1995-2000	British Army, United Kingdom	Infantry Officer, Parachute Regiment	Middle	Lead and manage units of up to 40 men.	up. Excellent baptism of fire into all areas of leadership and management. Learned servant leadership and the ability to inspire.	Graduate of the Royal Military Academy. Accepted into elite Parachute Regiment, after being one of two out of 35 applicants to pass the Parachute Regiment Officer Selection Course.
-----------	------------------------------	--------------------------------------	--------	--	---	---

		Awards, Sports and Other Activities				
Year	Qualifications and Awards					Sport, Other
1986	Kingswood College	National Scholarship				Captain, U13A Rugby
1988	Gold medal, Junior Mathematics Olympiad				Captain, U15A Water Polo	
1990	Silver Medal, National History Olympiad				1 st Team Water Polo	
	Rondebosch Academic Colours				Eastern Province U15 Water Polo	
	Rondebosch Water Polo Colours				1 st Team Water Polo	
1991	Rhodes University Academic Scholarship					
1993	Rhodes University Aquatics Bursary				1 st Team Water Polo	
	Rhodes University Rugby Bursary				Eastern Province Men's Water Polo	
	Human Sciences Research Council Academic Bursary				U21A Rugby	
1994	Rhodes University Aquatics Half-Colours				1 st Team Water Polo	
	Graduate Assistant Bursar				Eastern Province Men's Water Polo	
	Rhodes University Masters Degree Scholarship					
	Rhodes University Academic Colours					

1995	Royal Yachting Association Level 2 Certificate	
1997	British Army Unit Expedition Leader (Snowline) qualification	British Army 1 st Team Water Polo British Army 1 st Team Water Polo Silver Eagles Youth at Risk Mentor English as a Foreign Language Teacher, Auckland, New Zealand Dive master, Mana Island, Fiji Zone Leader and ITCO Devil's Peak Vredehoek Neighbourhood Watch Cape Argus Cycle Tour 108km Zone Leader and ITCO Devil's Peak Vredehoek Neighbourhood Watch Cape Argus Cycle Tour 108km Robben Island Freedom Swim 7.5km Cape Argus Cycle Tour 108km Robben Island Freedom Swim 9.1km Three Peaks Ultra-distance Trail Run 50km Lighthouse Swim 10.5km Three Peaks Ultra-distance Trail Run 50km
2000		
2001	Professional Association of Diving Instructors Divemaster qualification	
2007		
2009		
2010		
2011		
2012	UCT Centre for Higher Education Development Continuing Education, Intermediate isiXhosa certificate. Department of Transport and Public Works Outstanding Contribution certificate	
2013		Peninsula Marathon 42km Two Oceans Ultra-Marathon 56km Three Peaks Ultra-distance Trail Run 50km Iron Man 70.3 Peninsula Marathon 42km Cape Argus Cycle Tour 108km Two Oceans Ultra-Marathon 56km Robben Island Freedom Swim 7.5km Three Peaks Ultra-distance Trail Run 50km Cape Town Cycle Tour 108km Peninsula Marathon 42km Two Oceans Ultra-Marathon 56km
2014		
2015		

<p>2016</p>	<p>1st year Masters in Engineering student, Stellenbosch University Business Systems Analyst qualification, University of Cape Town</p> <p>Weskus Marathon 42.2km Comrades Marathon 87km Three Peaks Ultra-distance Trail Run 50km Cape Town Cycle Tour 108km Peninsula Marathon 42km Weskus Marathon 42.2km Comrades Marathon 89km Lighthouse Swim 10.5km Flying Fish Swim 5.6km</p>
-------------	---

Rowena Fester

26 Arixoma Road, Thornton, Cape Town

Mobile: 082 926 2246

Email: rfesterinc@gmail.com

Summary

I am an intelligent, intuitive and creative marketing communications professional with 20 years' experience in the industry. Over the course of my career I have worked on some of SA's favourite brands, across the spectrum from financial services to FMCG and fast food to liquor.

For the last 10 years I have occupied senior management positions in leading SA agencies. I have built strong, productive working relationships with clients and agency teams over the years. And I believe the key to my professional success lies in my approach. In everything I do, every day, I endeavor to deliver outstanding value to my clients. I organize myself around their needs, so that they can achieve their desired brand and business outcomes.

I approach my job with integrity and a great determination to succeed, and I believe in accountability – for myself, for my team and, most importantly, for the work we develop.

I have managed many diverse projects - from internal and external communications campaigns across multiple channels, all the way through to the refurbishment of visitor facilities for some of the top liquor brands, working alongside architects, engineers and interior decorators.

I am able to combine a strong strategic orientation with a practical, hands-on systems and process orientation. I have well-developed team management and leadership skills and am particularly passionate about building great teams and mentoring young talent.

Capabilities

- Strategic Marketing Management
- Project Management
- Traditional ATL communication (TV, radio, print, outdoor)
- BTL communication including promotions, marketing collateral design & production and publication design.
- Design (incl Corporate Identity & Environmental Design)
- Digital Marketing, Social Media Content Strategy & Web Builds
- Marketing research facilitation
- Implementation of Systems & Processes
- SLA & Fee Negotiations
- Agency Evaluation Protocols

Work Experience

Bearfish Strategic Services: January 2019 – present

Position: Manager, Strategic Projects

Responsibilities:

- * Overall management of strategic programmes and projects, and all activities connected thereto.
- * Management of key stakeholder relationships
- * Management of junior personnel
- * Assisting the Managing Director with strategy development and implementation
- * Oversight of the Safely Home communications platform

FCB Global Cape Town: September 2016 – December 2018

Position: Business Unit Director

Responsibilities:

- * Immersion/bedding down of Western Cape Government – new account win
- * Thereafter appointed to head up a brand portfolio consisting of Savanna, Nederburg, Albany bread (Tiger Brands) and RCS.
- * Client relationship management at a senior level.
- * Responsible for management of agency outputs and strategic inputs.
- * Responsible for integration with partner agencies.

J Walter Thompson: May – September 2016

Position: Business Unit Director (Lucky Star canned fish)

Responsibilities:

- * Overall responsibility for the Lucky Star (canned food) account, and overseeing agency delivery across all services rendered – traditional ATL and BTL services, content management inclusive of web and social media, packaging and promotional material design, external and internal communications.
- * Management of external service providers inclusive of media, digital and promotional agencies.
- * Client relationship management at a senior level.
- * Overseeing the management of promotional programmes across South and Southern Africa, by establishing robust working relationships with agents in various African countries.

Y&R: September 2012 – April 2016

Position: Business Unit Director (Western Cape Government; UCT Graduate School of Business)

Responsibilities:

- * Client relationship management at a senior level. Clients overseen include Western Cape Government and the UCT Graduate School of Business.
- * Reporting to the CEO on a monthly basis on profitability, resource utilisation, client relationships, and major campaigns.
- * After winning the ATL and BTL accounts of the Western Cape Government, I was responsible for putting in place the team to service the business, and was part of the team involved in the negotiation of the agency's Service Level Agreement. I was responsible for developing and managing the client induction processes, and establishing agency service protocols.
- * Hands-on responsibility for the management of the Western Cape Government account, which encompassed the ATL, BTL and digital (through partner agency) requirements across 13 departments.

Pep Stores: May – August 2012

Position: Freelance Marketing Manager (Special Projects)

Responsibilities:

- * Project management of two strategic initiatives, reporting to the Marketing Director.
- * One project had an internal focus, and involved developing an internal customer- education programme for all staff in the company (around 12,000 people), across various business units, and including field and store staff.
- * The second entailed the development and implementation of an internal media platform. Working with key internal stakeholders I developed a messaging calendar & oversaw the creation of material to be flighted on the platform.
- * Working with an external partner I oversaw the installation and implementation of the programme across 50 stores nationally.

The Jupiter Drawing Room: September 2008 – January 2012

Position: Business Unit Director (Sanlam Group)

Responsibilities:

- * Responsible for the overall strategic and operational management of the Sanlam Group account, leading a client service team of 5 people, and integrating the efforts of strategic and creative resources.
- * I oversaw agency development of all communication requirements inclusive of corporate identity requirements, broker and intermediary communication, and external advertising.
- * Act as Brand Custodian and ensure Brand and messaging continuity across all communications, from all communication partners (digital, PR and BTL).
- * Fostering strong cross functional teams with Client's other communication agency partners.
- * Managing bi-annual agency evaluation processes with Yardstick.
- * Managing annual Client contract negotiations, along with agency Financial Director.
- * Internal revenue management and Client budget management.
- * Staff management, career development and coaching.

DraftFCB: February 2005 – August 2008

Position: Business Unit Director (Distell; Spur)

Responsibilities:

- * Overall management of a portfolio of 5 brands and Special Projects, reporting to the Managing Director (Clients: Distell brands; Spur)
- * Through-the-line brand custodian, ensuring consistency in the integration of all brand communications.
- * Managing the strategic planning process for all brands with Client, and agency Strategic Planning department.
- * Project management and managing work partners for cross-discipline projects e.g. refurbishment of brand homes.
- * Internal revenue management.
- * Staff management, career development and coaching.

EARLIER CAREER (details readily made available upon request)

Freelance Marketing Consultant: October 2004 – February 2005

- Project Consulting (City of Cape Town Festive Season Programme & Reconciliation Day Festival)

Interactive Africa: February - September 2004

- Managing Editor (Vodacom customer magazine & internal publications)

Central City Improvement District: August 2002 – January 2004

- Marketing Manager

J Walter Thompson: September 2001 – July 2002

- Account Director (Shell)

Education

- 2015: WPP Executive Development Programme (Commercial Acumen)
- 2000: Stellenbosch Graduate School of Business (Management Development Programme)
- 1994: SAMRA Diploma in Marketing Research
- 1993: AAA School of Advertising (Diploma in Advertising & Marketing)
- 1992: University of Cape Town (BA Honours)
- 1990: University of Cape Town (Bachelor of Arts)
- 1987: Harold Cressy High School (Senior Certificate – “A” Aggregate)

Personal & Technical Skills

- I am organized, numerate, well-read and articulate.
- I have well-developed critical, analytical and written and verbal communication skills.
- I possess strong business acumen.
- I understand consumer behaviour, brands, communication and research.
- I bring high levels of personal and team motivation.
- A commitment to flawless execution and fanatical attention to detail.
- Microsoft Office (Word, Excel, Powerpoint) & Chase.
- A “Can Do” and “Fear Nothing” attitude.

Project Showcase

- <https://www.news24.com/news24/video/southafrica/news/watch-find-out-how-operation-smile-is-using-45-minutes-to-change-lives-20160127>
 - https://www.adsoftheworld.com/media/direct/hope_soap_toy
-

Curriculum Vitae – Andie Madikane - 2022

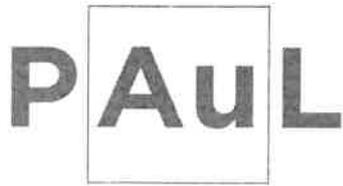
Basic Data and Education				Resume			
Contact Numbers:	072 492 7951 (C)			From:	To:	Where:	Position:
Date of Birth:	02/09/1979	Nationality:	South African	10/2019	Present	Bearfish Strategic Services	Project Manager Safety Home Care
Security Clearance:	N/A	ID No.	790803 0517 03 7	9/2019	10/2019	Bank Major	Strategic Production Manager Streaming Production
Languages:	isiZulu, English, a fair amount of isiXhosa			3/2019	3/2019	Cardano Trading	Content Producer Afternoon Express TV Talk Show
School:	Sacred Heart Secondary School: KwaZulu - Natal 1999: Matric			2/2012	2/2015	Berwick Cape Town	Account & Project Manager
Higher Education:	Technicon Natal (now Durban University of Technology) National Diploma: Food Service Management Year: 1999			5/2010	7/2010	Pop Puppets	Project Manager 2010 Soccer World Cup - MTN Puppet Initiative
				7/2007	12/2011	FCB Cape Town	PA to MD & Executive Creative Director
				7/2006	6/2007	Modern Museum	Act Buyer
				3/2009	11/2009	Tower of London	PA to Deputy Governor of the Tower of London
				3/2004	3/2009	Tower of London	Project Administrator Tower Entrons Scheme
				3/2004	3/2004	Route Financial Solutions - London	Business Manager & PA
				2002	2009	Hlogwane Consulting	PA to Managing Director
				2001	2002	British American Tobacco	Consumer Relations Ambassador - Peter Stuyvesant

Work History Summary

When:	Where:	Position:	Mgt Level:	Description:	Key Elements:	Key Achievements:
11/2019- Present	Beachfront Strategic Services	Project Manager	Mid	Managing the Safety - zone Campaign	<p>Manage and oversee Safety zone online and social media content and presence, including personnel management</p> <p>Produce monthly reports</p> <p>Produce quarterly reports and present them at District and Provincial Road Traffic Management Coordinating Committee meetings</p>	<p>Continued growth of engagement and social media follows for the Safety Home calendar social media platforms.</p>
8/2019- 10/2019	Black Major	Strategic Production Manager	N/A	Streamlining Production	<p>Systems review and improvements. Assisting with logistics and artist production related tasks</p> <p>Office and Staff Management (Black Major and artists)</p>	<p>Having one of Black Major artists, Du Lag nominated for a Grammy Award.</p>
5/2015- 3/2019	Cardova Trading	Content Producer	N/A	Conceptualising & implementing content: Ideas Afternoon Express (TV Talk show)	<p>Researching topics and people. Finding suitable guests, either an expert, a celebrity guest or real-life person. Securing them for the show. Further researching and their writing interviews for the show hosts and briefing them</p>	<p>Bringing to daytime television heavy weight guests, from legendary artists, authors to struggle icons, offspring and other persons doing important work that affect South</p>

2/2012-2/2013	Demid: Cape Town	Account and Project Manager	N/A	Managing a portfolio of Clients through-the-line advertising and marketing needs.	Managing Client's budgets and expectations: Writing creative briefs and presenting/selling creative to clients	Successfully project Managing for Oakley at the AASA Cape Epic (leveraging their sponsorship).	Artisans had to know about
5/2010-7/2010	Fee Puppets	Project Manager	N/A	Responsible successful execution of a Puppet project during the 2010 Soccer World Cup.	Clients: Winmark (Robertson Winery, Cone & Banister), Hansgrohe, Oakley, PETCO and WWF-SAASI. (also worked on the City of Cape Town Electricity Savings Campaign)	The agency winning a Lorenz Award for the Oakley Media activation at the Cape Epic	
7/2007-11/2011	FCB Cape Town	PA to MD & ECD	N/A	Responsible for ensuring seamless running of the executives' work lives.	Recruiting and managing staff, budgets and 24/7-sized projects travelling through all Fan Parks in SA during the 2010 World Cup.	Successfully project managing a project of this magnitude at a significant historical event to South Africa.	
6/2008-7/2007	Modet: Museum	Art Buyer	N/A	Managing the entire production	Sourcing & casting of Models Photographers.	Successfully doing a job in an industry I had not worked	

				process of events for the client	in prior
3/2003- 11/2007	The Tower of London	PA to Deputy Governor	N/A	Responsible for ensuring seamless running of the Deputy Governor's work life.	occasions for photo shoots, styling on shoots and managing related budgets. Diary and time management; producing highly confidential security documents; Accurate recording of various committees meetings minutes.
5/2004- 3/2005	The Tower of London	Project Administrator	N/A	Office Management and PA to 4 Directors	Meeting Queen Elizabeth the Queen of England and Prince Philip. The day to day opportunity of insight into Construction & Extremely Busy World Heritage Site Management
5/2004- 5/2004	Route Financial Solutions, London	Business Manager	N/A	Booking meetings with challenging clients	Managing sensitive correspondence accurately; producing documents, ensuring correspondence arrived to destination
2000- 2003	Hlongwane Consulting	PA	N/A	Responsible for ensuring seamless running of the Managing Directors work life	Client data capture and updates. PA to director Time and diary management, travel management
2001- 2002	British American Tobacco	Consumer Relations	N/A	Market research (practices, trends) and managing events	Learning the essence of confidentiality and how to conduct oneself around highly senior people as well as gaining confidence to work with international people. Working with local media and international artists



PAUL
CARSTENS
DESIGN

CV

September 2021

Paul Carstens Design

M: +27 82 8213923

Email: paul.carstens.design@gmail.com

Portfolio: https://www.behance.net/paul_carstens_design/projects

EDUCATION

1976 – 1979: B.A. Visual Arts, University of Stellenbosch

WORK EXPERIENCE

1981 - 1985: Wilson Keller Advertising: Art Director

1985 - 1991: Bosman Johnson Advertising: Graphic Designer

1991 - 2001: Lindsay Smithers Advertising: Graphic Designer

2001 - 2014: Draft FCB Advertising: Creative Director Graphic Design

2014 - 2018: FCB Advertising: Creative Director Graphic Design

2019 - Present: Freelance Graphic Designer for various advertising agencies, design studios and independent clients.

DESIGN DISCIPLINES

Book & Brochure design

Typography

Iconography

Info graphics

Corporate Identity

Logos

Packaging

Point of Sale

Environmental Design

MOST NOTABLE CLIENTS

Pick n Pay Retail, Santam Insurance, Engen Petroleum, Purity, The Western Cape Government, The City of Cape Town, Amarula Liqueur, Savanna Cider, Van Ryns Brandy, Nederburg Wines, JC le Roux Wines, Boschendal Wine Estate, Solms-Delta Museum van de Caab, Solms-Delta Music van de Caab, The Huguenot Memorial Museum Franschhoek.

CREATIVE AWARDS

Loeries Creative Awards: 2x Bronze, 1x Silver

Pendoring Creative Awards: 1x Grand Prix, 2x Gold, 3x Silver

**PREVIOUS GRAPHIC DESIGN
PROJECTS**



PREVIOUS GRAPHIC DESIGN PROJECTS

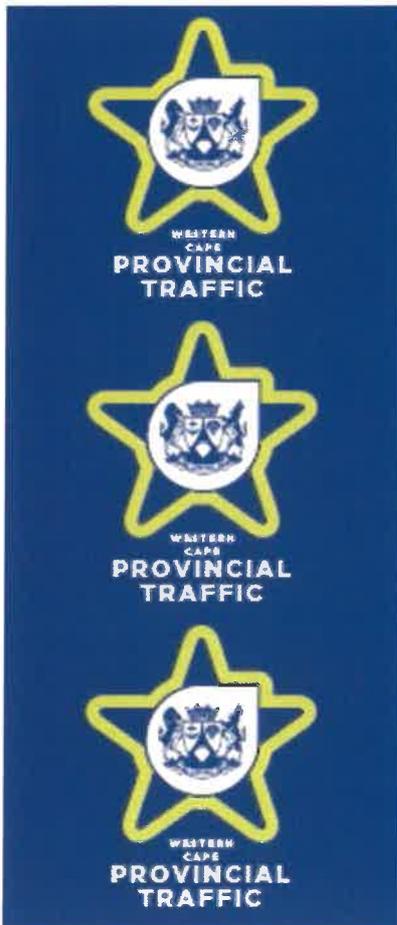
A brief description of your company and three examples of graphic design projects for either posters, flyers, social media content or pamphlets must be provided. Please note that the examples should not be of the same (aforementioned) types of awareness materials.

PROOF OF PREVIOUS WORK DONE

Marketing Collateral and Vehicle Branding



Banner



Tablecloth



Building Signage

PROOF OF PREVIOUS WORK DONE

Western Cape Government – Book Design



Boschendal Wine Estate : Visitor Map

THE SECRET LIFE OF THINGS
BOSCHENDAL

BOSCHENDAL
A MYSTIC ISLAND WITHIN THE HIGHLANDS DRAGON
WHERE STORIES ARE SPUN FROM ROOTS,
WITH THE SHAPES OF FOLKLORE,
ON FOLKLORE PLACES.
GO ON AN INTIMATE JOURNEY TO DISCOVER
THE FARM, THE MAN AND THE VINEYARD HERITAGE
UNLOCK THE SECRETS.

The wine estate was developed over time, growing and changing with each owner. Most of the buildings were erected during the period 1788 - 1812.

The buildings of Boschendal form two long parallel rows behind the Main House - almost a street. It is especially the architectural consistency of balconies, shutters, iron rail and landscape features such as the old ovens that makes Boschendal such a fine example of the architectural style referred to as "Cape Dutch".

WERF

REFERRING TO THE FARM YARD INCLUDING THE LAYOUT OF THE BUILDINGS IN RELATION TO THE HOMESTEAD

THEN WINE CELLAR
NOW THE WINE RESTAURANT

THE WINE FOOD GARDEN

THEN KRABAL
NOW WINE GARDENS

ROSE GARDEN

MANOR HOUSE & WINE TASTING

OLD POWERSHOWER

FOUR BURN

THEN COACH HOUSE & STABLES
NOW THE BELL

THEN SLAVE QUARTERS
NOW FARM SHOP & BUTCHERY

ACCOMMODATION RECEPTION

AGENCY OF GARDEN

NOW WINE FARM POLICE

The Boschendal wine farm is located in the heart of the wine region of the Western Cape. It is a beautiful estate with a rich history and a stunning landscape. Visit us at www.boschendal.co.za

1 Boschendal Boutique
2 Boschendal Cellar
3 Boschendal Farm Shop
4 Boschendal Restaurant
5 Boschendal Winery

The Secret Life of Things of Boschendal Wine
Boschendal Wine Estate

Facebook: [boschendal](#)
Twitter: [boschendal](#)
Instagram: [boschendal](#)
LinkedIn: [boschendal](#)

021 881 1111
021 881 1112
021 881 1113
021 881 1114
021 881 1115
021 881 1116
021 881 1117
021 881 1118
021 881 1119
021 881 1120

PROOF OF PREVIOUS WORK DONE

Western Cape Government: Social Media Content

Safely Home by Western Cape Government
1d

Western Cape Traffic Law Enforcement Officers conducting an Integrated Fatigue Management Operation in Rietfontein in collaboration with Road Safety Management, South African Police Services and Emergency Medical Services ensuring you get [#SafelyHome](#) [#SafeRoadsForAll](#) [#Easter2021](#) [#PropsForCops](#) [#FatigueManagement](#) [#NowhereToHide](#) [#BeTheChange](#)



Safely Home by Western Cape Government
2d

Western Cape Traffic Law Enforcement Officers with Emergency Medical Services and Road Safety Management are out in Rietfontein doing random fatigue checks, keeping our roads safe and ensuring you reach your destination. [#SafeRoadsForAll](#) [#Easter2021](#) [#PropsForCops](#) [#SafelyHome](#) [#FatigueManagement](#) [#NowhereToHide](#) [#BeTheChange](#)



Safely Home by Western Cape Government
Published by Angie Pixie Ang · 17 November at 08:00

Wearing bright or luminous clothing helps to keep you visible in inclement weather or darkness [#WalkSafe](#) [#SeeAndBeSeen](#) [#SafelyHome](#)



Safely Home by Western Cape Government
Published by Angie Pixie Ang · 15 November at 08:00

When crossing the road, always ensure you make eye contact with the driver of an oncoming truck to ensure that you are seen. [#WalkSafe](#) [#DontTruckAround](#) [#SafelyHome](#)



PROOF OF PREVIOUS WORK DONE

Western Cape Government: Press Campaign

Page 2 of 2023

Woman donates soup bones

By Chris Gray

Melanie Bay donated 200kg of soup bones to the Western Cape Government for its relief efforts. The bones were donated to the Western Cape Government for its relief efforts. The bones were donated to the Western Cape Government for its relief efforts.

Militêre veterane se deur oop

Die Minister van Oorlog en Militêre Noodversorging, Dr. Ebrahim Rasool, het die deur oop gemaak vir militêre veterane om hul dienste te registreer.

Die Minister van Oorlog en Militêre Noodversorging, Dr. Ebrahim Rasool, het die deur oop gemaak vir militêre veterane om hul dienste te registreer. Die Minister van Oorlog en Militêre Noodversorging, Dr. Ebrahim Rasool, het die deur oop gemaak vir militêre veterane om hul dienste te registreer.



Die Minister van Oorlog en Militêre Noodversorging, Dr. Ebrahim Rasool, het die deur oop gemaak vir militêre veterane om hul dienste te registreer. Die Minister van Oorlog en Militêre Noodversorging, Dr. Ebrahim Rasool, het die deur oop gemaak vir militêre veterane om hul dienste te registreer.

Plainsman

NEWS

Wednesday, 20 Feb 2023 23

Mitchell's Plain schools receive food assistance

By Chris Gray

The Western Cape Government has provided food assistance to schools in Mitchell's Plain. The assistance is provided to schools in Mitchell's Plain. The assistance is provided to schools in Mitchell's Plain.

The Western Cape Government has provided food assistance to schools in Mitchell's Plain. The assistance is provided to schools in Mitchell's Plain. The assistance is provided to schools in Mitchell's Plain.

The Western Cape Government has provided food assistance to schools in Mitchell's Plain. The assistance is provided to schools in Mitchell's Plain. The assistance is provided to schools in Mitchell's Plain.



The Western Cape Government has provided food assistance to schools in Mitchell's Plain. The assistance is provided to schools in Mitchell's Plain. The assistance is provided to schools in Mitchell's Plain.

Success story: A young boy receiving food assistance from the Western Cape Government.

"The benefits of taking the vaccine is that there will be life after Covid."

LUCINDA ORRIE
Positive Spokesperson

VACCINATE LET'S DO THIS

To register for your vaccination, send the word REGISTER to 0600 123 456 on WhatsApp or dial *134*1233

"Make sure you go to credible sources for information on the vaccine."

FARID SAYED
Editor, Muslim View

VACCINATE LET'S DO THIS

To register for your vaccination, send the word REGISTER to 0600 123 456 on WhatsApp or dial *134*1233

4 NEWS Sentinels

Book shares stories of gender-based violence

A new book titled 'Stories of Gender-Based Violence' has been published. The book shares stories of gender-based violence. The book shares stories of gender-based violence.

A new book titled 'Stories of Gender-Based Violence' has been published. The book shares stories of gender-based violence. The book shares stories of gender-based violence.



22 NEWS Vukani

Schools get PPE donation to protect pupils

The Western Cape Government has donated PPE to schools to protect pupils. The donation is provided to schools to protect pupils. The donation is provided to schools to protect pupils.



The Western Cape Government has donated PPE to schools to protect pupils. The donation is provided to schools to protect pupils. The donation is provided to schools to protect pupils.

"The vaccines that we have are licensed and have been extensively tested. It works and it is safe."

Prof. LINDA-GAIL BEKKER

VACCINATE LET'S DO THIS

To register for your vaccination, send the word REGISTER to 0600 123 456 on WhatsApp or dial *134*1233

"Isitofu kukuphela kwesisombululo esinokuzilungisa izinto."

SIVIWE MBINDA
Happy Feet Youth Products

VACCINATE LET'S DO THIS

To register for your vaccination, send the word REGISTER to 0600 123 456 on WhatsApp or dial *134*1233

PROOF OF PREVIOUS WORK DONE

Videos/Commercials

Please see links below for references of TV commercials and videos produced by the Bearfish Team. These videos are also saved to the memory stick supplied with our tender submission.

- WESTERN CAPE GOVERNMENT SEATBELTS
<https://youtu.be/SLIyki0jpE4>
- WESTERN CAPE GOVERNMENT DISTRACTED DRIVING
<https://youtu.be/rsjjecxZcK0>
- WESTERN CAPE GOVERNMENT SPEEDING
<https://youtu.be/SkyhTMSiP1A>
- WESTERN CAPE GOVERNMENT DRINKING & DRIVING
<https://youtu.be/TGSiq26EnLg>
- FESTIVE SEASON THANK YOU (MEC MADIKIZELA)
- VISION 2040 – DEPARTMENT OF TRANSPORT
- FATIGUE MANAGEMENT – PROVINCIAL TRAFFIC SERVICES
- MEC MADIKIZELA INTRODUCTION

CLIENT REFERENCE LETTERS

- Ms Jacqui Gooch – Head of Department of Transport & Public Works, Western Cape Government
- Advocate Kyle Reinecke – Deputy Director General, Transport Management, Western Cape Government
- Mr Jandre Bakker - Head of Communication, Department of Transport & Public Works, Western Cape Government



Jacqueline Gooch
HEAD OF DEPARTMENT

Email: Jacqui.Gooch@westerncape.gov.za
tel: +27 21 483 2826 / 6481

Our Reference: TPW2/8/3/1

BEARFISH STRATEGIC SERVICES

REFERENCE LETTER

Bearfish Strategic Services has been providing Strategic, Research, Planning, Operational and Marketing services to the Western Cape Department of Transport & Public Works for more than two years. Over this time Bearfish has proven to be a trusted and reliable service provider, providing excellent standards of work, often within tight deadlines.

Bearfish Strategic Services is currently facilitating an intersectoral response to the Covid 19 epidemic in 6 "hotspot" areas in the Western and Southern sub-districts of the Cape Town Metropole. The team is responsible for strategy development, co-ordinating task teams addressing various areas of needs, conducting gap analyses, tracking activities, community engagement, and linking government interventions to Safety, Jobs and Dignity.

The project has yielded positive results, largely driven by the Bearfish team's agile, pragmatic and evidence-based approach. A Programme Co-ordinator, experienced in strategy development and the planning & implementation of intersectoral interventions, was appointed and established task teams which enabled effective co-ordination between multiple role-players across provincial and local government, civil society, NGOs and community groups.

The Programme Co-ordinator developed activity matrices and devised relevant research questions and methodologies on a two-weekly basis to monitor interventions and evolving community and hotspot needs. This provided regular key strategic insights in a timely fashion allowing almost immediate intervention response by the stakeholders. The Programme Co-ordinator is duly supported by a highly capable team of Bearfish project managers and researchers who ensure timely collection of data from each of the role-players and compile this into weekly excel spreadsheets and reports.

A targeted approach was adopted by the Programme Co-ordinator who reviewed health data on a regular basis to identify suburbs with the largest numbers of active cases and the greatest need for intervention. This allowed for key prevention efforts to be shifted from one suburb to another thereby ensuring the efficient use of limited resources. Additionally, within suburbs, potential super-spreader sites were identified by Bearfish's detailed desktop analyses of each hotspot suburb such that precise information could be used to target interventions within the suburbs as well.

The Bearfish team is committed, energetic and passionate about any project they undertake. Their evidence-based approach maximises the opportunity for positive outcomes, and they bring a refreshing level of creativity and intuition to each project. I would not hesitate to recommend them as a service provider.

Sincerely,



JACQUELINE GOOCH
HEAD OF DEPARTMENT

Date: 5/11/2020



**Western Cape
Government**

Transport and Public Works

Adv. Kyle Reinecke
Deputy Director-General: Transport Management
Email: Kyle.Reinecke@westerncape.gov.za
tel: +27 21 483 5455/6175 fax: +27 21 483 4243

ENQUIRIES: Adv. K Reinecke

To Whom It May Concern,

RE: BEARFISH STRATEGIC SERVICES

In July 2018, Bearfish Strategic Services ("Bearfish") was contracted by the Department of Transport & Public Works to provide strategic support, program management and project management services.

As part of the strategic support function, Bearfish has performed numerous research and other supporting tasks, and assisted with strategy and policy development processes in a number of different roles.

Bearfish was also specifically tasked with the ongoing development and management of the Safely Home road safety campaign, and the development, management and expansion of the District Safety Plan program.

The Safely Home campaign is a population-level marketing program aimed at changing the behaviour of Western Cape road users. Under the management of Hector Elliott, Bearfish's Managing Director, the Safely Home campaign has won numerous international and national awards. Awards won have included a Cannes Lion and various Africa and Middle East Loeries. Under Bearfish's management Safely Home has grown its social media presence to include over 26,500 Facebook followers. In the 2019/20 financial year, the campaign gathered over 92 000 000 impressions across Facebook and Twitter. The campaign's YouTube channel has over 8.6 million views (compared for example to Arrive Alive, with 1.2 million views), making it, as far as I am aware, one of the largest channels managed by any government entity.

Bearfish has also been instrumental in the development and roll out of the District Safety Plan program. DSPs are evidence-based, integrated and cross-sectoral road safety plans developed and implemented at local level, usually linking the efforts of two or three local municipalities with those of the Western Cape Government. Before being stalled by the advent of the Covid-19 pandemic, the program had achieved a number of significant local successes, especially in the pilot district in the Overberg, where fatalities were reduced by 27% after a year of operations.

More recently, Bearfish has become directly involved with assisting the Department coordinate inter-sectoral, whole-of-government responses to Covid-19 hotspot areas. The Bearfish team continues to do invaluable work in this area as of the time of writing.

I would be delighted to elaborate further on any of the information contained in this letter. Bearfish has consistently produced work of a very high standard and are notable for the pride they take in producing real value in their work. This is personified by Mr Hector Elliott, the Managing Director, who takes personal ownership and responsibility for all work produced by his team.

I would not hesitate to recommend Bearfish as a service provider to any entity considering making use of their considerable range of services.

Kind Regards

A handwritten signature in black ink, appearing to read 'K Reinecke', with a stylized flourish at the end.

Adv. K Reinecke
Deputy Director-General: Transport Management
Date: 09/12/2020



BETTER TOGETHER.

REFERENCE LETTER

Jandre Bakker
Head of Communication
Email: Jandre.Bakker@westerncape.gov.za
Tel: +27 21 483 8513

REFERENCE: BEARFISH STRATEGIC SERVICES

Bearfish Strategic Services has been providing Marketing services to the Western Cape Department of Transport & Public Works for more than two years, and is responsible for managing a multi-million rand communications budget. Services provided by the Bearfish team include advertising and video content production, management of media strategy, planning and buying, graphic design services and social media management (including the production of social media content).

Throughout our working relationship, Bearfish has been a trusted service provider, providing responsive and considered service and delivering a very high standard of work.

Campaigns managed by Bearfish have included multi-million rand multi-channel campaigns, encompassing traditional above-the-line media platforms. They are also responsible for managing the Western Cape Government's road safety social media platform, Safely Home. Under their stewardship we have seen our followers grow in excess of 70% on Facebook and Twitter, over the past financial year.

We have found the Bearfish team to be diligent and purposeful in the execution of all the projects they manage, always putting the interests of the Department front and centre. We would not hesitate to recommend them as a marketing/communications service provider.

JANDRE BAKKER
HEAD OF COMMUNICATION

Date 16 11 2020

Thank you