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CAPE WINELANDS DISTRICT

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ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

1. Q 2021/039: SUPPLY, INSTALLATION, COMMISSIONING AND MONITORING OF A VEHICLE TRACKING SYSTEM FOR THE CAPE WINELANDS DISTRICT MUNICIPALITY ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021
2. Q 2021/043: PROVISION OF GARDENING SERVICES, CLEANING OF GROUNDS, SURROUNDS AND INSIDE OPEN-AIR AND/OR COMMUNAL AREAS, WASHING OF VEHICLES AND PARKING AREAS AT VARIOUS OFFICE BUILDINGS AND FACILITIES OF THE CAPE WINELANDS DISTRICT MUNICIPALITY ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021 x 2
3. Q 2021/048: ADVERTISING SERVICES ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING 01 JULY 2021
4. Q 2021/003: CLEANING SERVICES AT THE STELLENBOSCH OFFICE BUILDINGS, 29 DU TOIT STREET, STELLENBOSCH ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021 AND NOT EXCEEDING 30 JUNE 2022
5. Q 2020/119: SUPPLY AND DELIVERY OF SMART TELEVISIONS

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

Received by [Signature] Date 22/07/2021



CAPE WINELANDS DISTRICT
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

Q 2021/048

**ADVERTISING SERVICES ON A MONTH-TO-MONTH BASIS
FOR THE PERIOD COMMENCING ON 01 JULY 2021**

COMPANY NAME: Ayanda Mbanga Communications (Pty) Ltd
POSTAL ADDRESS: Unit 10, The Stockyard
3 Ravenscraig rd.
Woodstock 7925
.....

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 2021/048
ADVERTISING SERVICES ON A MONTH-TO-MONTH BASIS FOR THE PERIOD
COMMENCING 01 JULY 2021

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A. QUOTATION NOTICE

Formal Written Price Quotations are hereby invited from service providers to render services linked to advertising services at the Cape Winelands District Municipality on a month-to-month basis for the period commencing on 01 July 2021.

Technical enquiries regarding this bid can be directed to Karina Smit 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 Thursday, 24 June 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.

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 fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

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:	Q 2021/048	Closing date:	24/06/2021	Closing time:	11h00
Description	ADVERTISING SERVICES ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING 01 JULY 2021				
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	Ayanda Mbanga Communications (Pty) Ltd				
Postal address	Unit 10, The Stockyard, 3 Ravenscraig rd. Woodstock 7925				
Street address	Unit 10, The Stockyard, 3 Ravenscraig rd. Woodstock 7925				
Telephone number	Code	021	Number	000 1750	
Cell phone number	073 194 1081 Beverley van der Ross Office manager				
E-mail address	ads@amcomms.co.za				
VAT registration number	4050179417				
Tax compliance status	TCS PIN:	C65421292H	OR	CSD No:	MAAA 0101954
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 checked="" type="checkbox"/> Yes <input 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	2		Total bid price	R 4.98	
Signature of bidder			Date	21/06/21	
Capacity under which this bid is signed	Executive Director				
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Karina Smit				
Telephone number	021 888 5132 / 021 348 2317				
E-mail address	karina@capewinelandsgov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewinelandsgov.za				

TERMS AND CONDITIONS FOR BIDDING – PART B	
1. BID SUBMISSION:	
1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.	
1.2. All bids must be submitted on the official forms provided–(not to be re-typed) or online	
1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 Bidders must ensure compliance with their tax obligations.	
2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.	
2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.	
2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.	
2.5 Bidders may also submit a printed TCS certificate together with the bid.	
2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.	
2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
	N/A
3.1. Is the entity a resident of the republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2. Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3. Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4. Does the entity have any source of income in the RSA?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3.5. Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer is "no" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.	
NB: failure to provide any of the above particulars may render the bid invalid. No bids will be considered from persons in the service of the state.	

Signature(s): 

Name(s):  HELENA LOTTERING

Capacity for the Tenderer: Executive Director

Date: 21/06/21

F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

1. BACKGROUND

The Cape Winelands District Municipality invites Written Price Quotations from service providers to render services linked to advertising services at the Cape Winelands District Municipality on a month-to-month basis for the period commencing on 01 July 2021.

2. DURATION OF WRITTEN PRICE QUOTATION

The Written Price Quotations will be valid for a maximum period of between four to six months.

3. SCOPE OF WORK

The successful service provider will be responsible for –

- 3.1 Grammar and style of translated text, including spelling and quality translations.
- 3.2 Translation
 - 3.2.1 Translation of draft advertisements and/or draft official notices from Afrikaans to English and English to Afrikaans, if and when required.
 - 3.2.2 Translation of draft advertisements and/or draft official notices from Afrikaans/English to IsiXhosa, if and when required.
 - 3.2.3 Cognisance should be taken that the Cape Winelands District Municipality has appointed service providers who have been contracted for Afrikaans, English and IsiXhosa translation services, thus translations services will only be required from the successful advertising agent in the case of an emergency, i.e., when the appointed services providers are not available or will not be in a position to render translation services within the prescribed required timeframe.
 - 3.2.4 In the event that it will be expected from the successful advertising agent to perform translation services, such a request must be signed off by the designated project manager of this contract, prior to any translation services being performed.
 - 3.2.5 Failure to obtain prior authorisation for translation services, will result in the Cape Winelands District Municipality not being held responsible for the expenses related to the translation services.
- 3.3 Editing (proof reading) of English and/or Afrikaans advertisements and/or official notices which will include making revisions to and suggestions about the content of documents, focusing on improving the accuracy of language, syntax, flow, and overall readability, as well as checking for grammar and spelling for approval by the District Municipality.
- 3.4 The layout of draft advertisements and/or notices for approval by the District Municipality.
- 3.5 The publication of approved advertisements and/or official notices in the media as prescribed by the District Municipality.
- 3.6 Ensuring that all publications of a similar nature have the same layout in terms of the type and size of fonts, spacing, justification and the size of the municipal logo.

4. LOGISTICAL REQUIREMENTS REGARDING PUBLISHING

The successful service provider must –

- 4.1 Provide the District Municipality with written quotations for publishing advertisements/official notices/promotional articles and/or ad hoc publications in the media as prescribed by the District Municipality.
- 4.2 Submit proofs of all advertisements/notices/promotional articles for signing off to the designated contact person of the District Municipality prior to the placement of advertisements.
- 4.3 Submit proofs within 24 hours after the advertisement/notice/promotional article have been received from the District Municipality in order to provide the District Municipality sufficient time for reviewing the proofs and signing them off.
- 4.4 Submit final written quotations to the District Municipality for approval in respect of each advertisement/notice/promotional article, once agreement has been reached on the final printed media for placement.
- 4.5 Take cognisance that no advertisements/official notices/ promotional articles and/or ad hoc publications may be published without the prior issuing of an official order by the Cape Winelands District Municipality.

5. REMUNERATION

- 5.1 Invoices must be provided to the District Municipality not later than three weeks after an advertisement/notice/promotional article had been published.
- 5.2 Original tear sheets or clippings of each advertisement/notice/promotional article placed by the District Municipality must accompany invoices submitted to the District Municipality.
- 5.3 The District Municipality will not pay for any advertisement/notice/promotional article that had not been approved in writing, prior to publication, and for which an official purchase order was not issued by the District Municipality.
- 5.4 No advance payments will be made for any reason whatsoever. Invoices rendered will be payable within 30 days.

6. DEADLINES

The successful service provider must –

- 6.1 Indicate the period before placement in respect of which a cancellation fee will be payable.
- 6.2 Indicate the cancellation fee payable if advertisements/notices/promotional articles are withdrawn.
- 6.3 Adhere to due dates determined by the District Municipality.
- 6.4 Render advertising services on short notice, if and when required.

7. REFERENCES

At least two (2) references to demonstrate the service provider's ability to deliver on the scope of work as stipulated in this Written Price Quotation must be included in the quotation document, together with the contact details of the references, alternatively references must

be submitted within a reasonable timeframe as to be determined by the Cape Winelands District Municipality.

8. EVALUATION

8.1 For evaluation purposes, the following assumptions and fictitious amounts will be utilized by the Cape Winelands District Municipality:

- | | | |
|-------|--|---|
| 8.1.1 | Translation tariff per word from Afrikaans to English and English to Afrikaans, if and when required and authorised by the project manager in advance | 1,000 words |
| 8.1.2 | Editing tariff per word from Afrikaans to English and English to Afrikaans | 10,000 words |
| 8.1.3 | Translation tariff per word from Afrikaans/English to IsiXhosa, if and when required and authorised by the project manager in advance | 1,000 words |
| 8.1.4 | Editing tariff per word from Afrikaans/English to IsiXhosa | 10,000 words |
| 8.1.5 | Percentage income derived from print media bill | Advertisement cost of R10,000.00 |
| 8.1.6 | Percentage discount on commission | Advertisement cost of R10,000.00 |
| 8.1.7 | Production fee of providing advertisements/notices/promotional articles in all printed media and publications | 15 x advertisements per annum |
| 8.1.8 | Cancellation fee, if applicable | 2 x cancellations per annum |

8.2 Cognisance should be taken that the Cape Winelands District Municipality will not guarantee the minimum number of advertisements/notices/promotional articles that will be published during the contract period.

9. PRICING

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

9.2 Prices must be valid for the duration of the contract period.

10. DELIVERABLES

10.1 Placement of advertisement/notices within the timeframe as prescribed by the Cape Winelands District Municipality.

10.2 Correctness of advertisements/notices in terms of spelling and grammar.

10.3 Quality of translation and editing, if and when required.

PRESCRIBED PRICING SCHEDULE

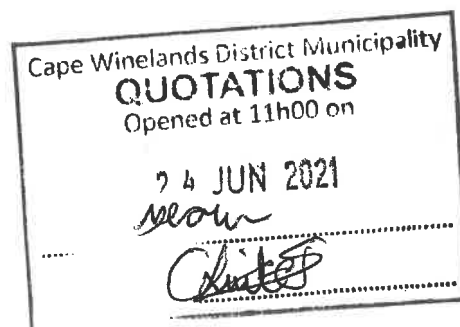
Description of Services	Unit	Unit Price (Excl. VAT)	VAT @ 15%	Unit Price (Incl. VAT)
Translation tariff per word from Afrikaans to English and English to Afrikaans, if and when required and authorised by the project manager in advance *	Per Word	R N/C	R N/C	R N/C
Editing tariff per word from Afrikaans to English and English to Afrikaans *	Per Word	R N/C	R N/C	R N/C
Translation tariff per word from Afrikaans/English to IsiXhosa, if and when required and authorised by the project manager in advance	Per Word	R 2.17	R 0.32	R 2.49
Editing tariff per word from Afrikaans/English to IsiXhosa	Per Word	R 2.17	R 0.32	R 2.49
Percentage markup on print media bill	%			4.5 %
Production fee of providing advertisements/notices/promotional articles in all printed media and publications *	Per Advertisement	R N/C	R N/C	R N/C
Cancellation fee, if applicable *	Per Cancellation	R N/C	R N/C	R N/C
Indicate the period before placement in respect of which a cancellation fee will be payable, if applicable			x 3 bus. days	

NAME OF SERVICE PROVIDER: Ayanda Mbanga Communications (Pty) Ltd

SIGNED ON BEHALF OF SERVICE PROVIDER: _____

DATE: 21/06/21

* N/C on all adverts published through AMComms.



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 2021/048: ADVERTISING SERVICES ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING 01 JULY 2021

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

Signature(s): 

Name(s): Helena Lottering

Capacity for the Bidder: Executive Director

Name of organization: Ayanda Mbanga Communications (Pty) Ltd

Beverley van der Ross

Name and Signature of Witness:  Date: 21/06/21



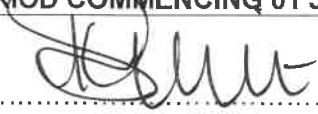
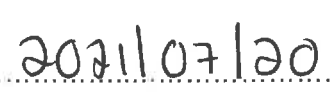

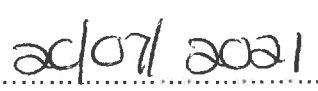
H. ACCEPTANCE

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 2021/048: ADVERTISING SERVICES ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING 01 JULY 2021	
 Ms. K Smit Director Support Services	 Date
 Me. E Niemand Witness	 Date

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 2021/048: ADVERTISING SERVICES ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING 01 JULY 2021	
..... Ms. F.A. du Raan-Groenewald Chief Financial Officer: Financial and Strategic Support Services Date
..... Me. E Niemand Witness 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
Mbanga	Ayanda	7402200512086	
Kganakga	Ngoako Joseph	5012155550080	
Mbanga	Buyile Xolile Yamani	7603255750089	N/A
Reynolds Lottering	Graham Chalenore Helena Petronella	6506055060081 5507010019080	

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

<p>LW! Om Voorkeerpunte te eis moet 'n gesertifiseerde afskrif van u Gebalanseerde Breë Basis Swart Ekonomiese Bemagtigings-telkaart voorgelê word <u>tesame</u> met die MBD 6.1 Eisvorm vir punte.</p>	<p>NB! To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card <u>must</u> be submitted <u>with</u> the MBD 6.1 Claim Form.</p>	<p>QAPHELAI Ukuba ufuna ukwenza ibango lamanqaku akhethekileyo, <u>kufuneka</u> ukuba isicelo sakho sekopi eqinisekisiweyo ye Balanced Broad-Based Black Economic Empowerment Score Card <u>ihambe</u> kunye nefomu eyi MBD 6.1 Claim Form.</p>
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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>

Ayanda Mbanwa Communications (Pty) Ltd

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

- | | |
|--|---|
| <p>**1. Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer 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.</p> | <div style="border: 1px solid black; width: 60px; height: 60px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">100 %</div> |
| <p>2. Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer 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.</p> | <div style="border: 1px solid black; width: 60px; height: 60px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">100 %</div> |
| <p>3. Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op gestremtheid.
 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 ngokobulwelwe.</p> | <div style="border: 1px solid black; width: 60px; height: 60px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">100 %</div> |
| <p>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)</p> | <div style="border: 1px solid black; width: 60px; height: 60px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">0 %</div> |
| <p>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</p> | <p><input type="checkbox"/> In/Ngaphakathi</p> <p><input checked="" type="checkbox"/> Uit/Out/Ngaphandle</p> |
| <p>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</p> | <p><input type="checkbox"/> Ja/Yes/Ewe</p> <p><input checked="" type="checkbox"/> Nee/No/Hayi</p> |

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	Helena Petronella Lottering
3.2	Identity Number (person submitting this declaration)	5507010019080
3.3	Position occupied in the Company (official/director/trustee/shareholder ²):	Executive Director
3.4	Company Registration Number	1980/009032/07
3.5	Tax Reference Number	9137161841
3.6	VAT Registration Number	4050179417
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
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Personal No:	
Full Names:	N/A		
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
3.9.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Personal No:	
Full Names:	N/A		
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
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:	N/A		
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
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:	N/A		
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
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:	N/A		
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
3.13.1	If yes, furnish particulars. N/A		

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
3.14.1	If yes, furnish particulars. N/A		

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. N/A		
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. N/A		
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. N/A 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 <i>every three months</i> – 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. N/A		

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	Ayanda Mbanga	7402200512086	100%	1275070843	N/A	719121 Landsec Property Management services
2	Ngoako Joseph Kganakga	5012155550080	0	1647774841	N/A	Botlokwa -Rural
3	Buyile Xolile Yamani Mbanga	7603255750089	0	3726092145	N/A	JHB 7900989457
4	Graham Chalenore Reynolds	6506055060081	0	2617720038	N/A	City of Cape Town 121685486
5	Helena Petronella Lottering	5507010019080	0	1828176642	N/A	Swartland municipality 330003210039
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.

.....
Signature

..... 21/06/21
Date

.....
Executive Director
.....
Capacity of Signatory

Ayanda Mbanga
Communications (Pty) Ltd
.....
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 Woodstock.....

on this the 21st day of June 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

Position:

Address ... **COMMISSIONER OF OATHS (RSA)**
GRAHAM REYNOLDS CA (SA)
6 Bonair Road
Rondebosch
Cape Town

Tel:

Apply official stamp of authority on this page:

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:

**Q2021/048 Advertising services on a month-to-month basis from the
period commencing on 01 July 2021**

.....
(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: **Ayanda Mbanga Communications (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 consortium⁸ 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.



 Signature

 Executive Director

 Position

..... 21/06/21
 Date

 Ayanda Mbanga
 Communications (Pty) Ltd

 Name of Bidder

⁸ 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 an original certified copy of 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 system is applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore only the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 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

- 1.5 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 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) **“prices”** 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. POINTS AWARDED FOR PRICE

3.1 THE PREFERENCE POINT SYSTEM

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

80/20

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

Where

- P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

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

- 4.1 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: 1 = ..20... (maximum of 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.)

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted **0** %
- ii) The name of the sub-contractor..... **N/A**
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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		N/A
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		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

Ayanda Mbanga Communications (Pty) Ltd

8.1 Name of company/firm:

8.2 VAT registration number: **4050179417**

8.3 Company registration number: **1980/009032/07**

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

Advertising development and publication.
Media research and buying: print, digital and out of home

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated: Cape Town
 Registered Account Number: City of Cape town 20616888 Landlord Dale Glen
 Stand Number: Erf 12091

8.8 Total number of years the company/firm has been in business: 21 years

8.9 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.

Signature of Bidders: [Signature]

DATE: 21/06/21

ADDRESS: Unit 10, The Stockyard 3 Ravenscraig rd. Woodstock 7925

WITNESSES:

1. [Signature]

2. [Signature]



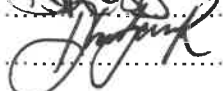
[Signature]

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 District Mun. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number Q2021/048 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 Helena Petronella Lottering
Capacity Executive Director
Signature 
Company name Ayanda Mbanga Communications (Pty) Ltd
Date 21.06.2021
Witness 1  Date 21.06.2021
Witness 2  Date 21/06/2021

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, **K Smit** in my capacity as **Director Support Services** accept your bid under reference number **Q 2021/048** dated **24 June 2021** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Q 2021/048: ADVERTISING SERVICES ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING 01 JULY 2021	See page 32	20/04/22	1	Not applicable

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

Signed at Stellenbosch on 2021/07/20
 Name (Print) K Smit
 Signature [Handwritten Signature]
 Witness 1 [Handwritten Signature] Date 20/07/2021

Official Stamp

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I **FA du Raan-Groenewald** in my capacity as **Chief Financial Officer** accept your bid under reference number **Q 2021/** dated **24 June 2021** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Q 2021/048: ADVERTISING SERVICES ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING 01 JULY 2021				Not applicable

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

Signed aton.....

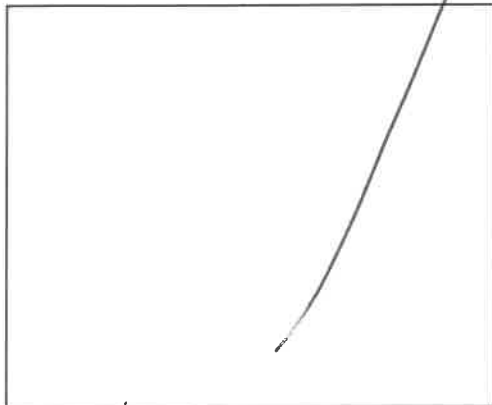
Name (Print) **FA du Raan-Groenewald**

Signature

Witness 1 Date

Witness 2 Date

Official Stamp




N. MUNICIPAL RATES AND SERVICES

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality
Ayanda Mbanga	112 Cindywood, 140 Rivonia rd Sandown, 2199	719121 Landsec Property Management services	Joburg
Ngoako Joseph Kganakga	135A Ga-Kgatla Eisleben Village, Botlokwa 0818	Botlokwa -Rural	Botlokwa -Rural
Buyile Xolile Yamani Mbanga	7 Thanda Thula, Glenluce Drive, Douglasdale, 2196	JHB 7900989457	Joburg
Graham Chalenore Reynolds	Camcaim, 6 Bonair rd Rondebosch, 7700	City of Cape Town 121685486	City of Cape Town
Helena Petronella Lottering	1 Reservoir str. Moorreesburg 7310	Swartland municipality 330003210039	Swartland Municipality

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

DECLARATION:

I, the undersigned (name) Helena Petronella Lottering
 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

21/06/21
 Date

Executive Director
 Position

Ayanda Mbanga
 Communications (Pty) Ltd
 Name of Bidder

O. AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs
acting in his/her capacity as **N/A**
of the business trading as
to sign all documentation in connection with Quotation.....

Name of members / directors	Signature	Date
N/A		

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

Resolution attached



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 (No 12 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.		X
4.1.1	If so, furnish particulars: <div style="text-align: center; font-size: 1.2em; font-weight: bold;">N/A</div>		
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.		X
4.2.1	If so, furnish particulars: <div style="text-align: center; font-size: 1.2em; font-weight: bold;">N/A</div>		
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?		X
4.3.1	If so, furnish particulars: <div style="text-align: center; font-size: 1.2em; font-weight: bold;">N/A</div>		
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?		X




4.2.1	If so, furnish particulars: N/A
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: N/A

CERTIFICATION

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

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


.....
Signature

Executive Director
.....
Position

21/06/21
.....
Date

Ayanda Mbanga
Communications (Pty) Ltd
.....
Name of Bidder



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

I, Helena Petronella Lottering confirm that all compulsory documents for this tender is duly completed, signed and attached to this document.

Signature:  Date: 21/06/21

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	SA Medical Research Council
Description of project	All advertising related services, including LinkedIn Subscription
Contact person name	Eugene Philander
Contact person telephone number	021 938 0688
Value of project	Approx R 7 mil

Company Name	University of Stellenbosch
Description of project	All recruitment advertising and LinkedIn services
Contact person name	Johan Loubser
Contact person telephone number	021 808 4847
Value of project	Approx R 5 mil p.a.

Company Name	Western Cape Gov. Dept Health Dept of the Premier
Description of project	All recruitment advertising services
Contact person name	Ferdi Gerber
Contact person telephone number	021 483 6028
Value of project	Dept of Premier approx R 10 mil over 3 year term Dept of Health approx R 20 mil over 3 year term


RESOLUTION BY THE BOARD OF DIRECTORS OF AYANDA MBANGA COMMUNICATIONS (PTY) LTD.

**HELD AT: Unit 10, The Stockyard,
3 Ravenscraig rd.
Woodstock, 7925**

IT WAS RESOLVED AS FOLLOWS:

The appointed Executive Director, Helena Lottering, ID 5507010019080, is authorised to sign all documents and perform duties necessary on behalf of the company.

Confirmed on behalf of the company:



Graham Reynolds
06.06.21
Director

**SWORN AFFIDAVIT – B-BBEE MAC EXEMPT MICRO ENTERPRISE
Marketing, Advertising and Communications Research Industry**

I, the undersigned,

Full name & Surname:	Helena Lottering
Identity number:	5507010019080

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~~ of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	Ayanda Mbanga Communications (Pty) Ltd
Trading Name (If Applicable):	AMComms the can-do-company
Registration Number:	1980/009032/07
Vat Number:	4050179417
Enterprise Physical Address:	Unit 10, The Stockyard, 3 Ravenscraig rd. Woodstock 7925
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	(Pty) Ltd
Nature of Business:	Advertising development, media research and media buying : print, digital and out of home.
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 Naturalisation 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;"





TAX COMPLIANCE STATUS

PIN Issued

AYANDA MBANGA COMMUNICATIONS
LTD
10 THE STOCKYARD
3 RAVENSCRAIG ROAD
WOODSTOCK
WESTERN CAPE
7925

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: 9137161841

Always quote this reference
number when contacting SARS

Issue Date: 2021/01/21

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	Ayanda Mbanga Communications Pty Ltd
Trading Name	AYANDA MBANGA COMMUNICATIONS PTY LTD
Tax Reference Number(s)	IT - 9137161841 Vat - 4050179417 PAYE - 7380732158
Purpose of Request	Tender
Request Reference Number	0004112145TS2101212223034
PIN	C65421292H
PIN Expiry Date	21/01/2022

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



Confidential

Date: 25-05-2021

Confirmation of Banking Details (Non-Individual)

We have pleasure in confirming that AYANDA MBANGA COMMUNICATIONS (PTY) LTD/ 198000903207 has had accounts with Absa since 07/12/1998.

Account name	AYANDA MBANGA COMMUNICATIONS (PTY) LTD
Absa account number	4048855817
Account type	Current
Branch code	632005
SWIFT code	ABSAZAJJ

- This letter does not confirm funds or the conduct of the account in any way.
- This information is to be treated in the strictest of confidence and may only be used in the context which it is given.
- This letter is a confirmation of the correctness of information supplied by the client, dependent on the information contained by the Bank's system at the time that the request is submitted to the Bank.
- This letter is given in confidence and on request of our client.

Absa Bank and/or its employees will not be held responsible for any loss, damage or liability which may arise directly or indirectly from the provision of this letter of confirmation.

Yours sincerely

General Manager: Digital Channels



This document is intended for use by the addressee and is privileged and confidential. If the transmission has been misdirected to you, please contact us immediately.

Domicile, Share holder, Director information



Head Office Domicile/Landlord													
Date	Glen Properties	Landlord	Unit 10 The Stock yard, 3 Ravenscraig rd. Woodstock, 7925	City of Cape Town 206168888, Erf 12091	Acc								
Owner/ 100% Shareholder			Residential address	Municipality	% Share	SA ID Number	Personal Tax	Citizen	Gender	Race			
Ayanda Mbanga	CEO		112 Cindywood, 140 Rivonia rd, Sandown, 2199	719121 Landsec Property Management services	100%	7402200512086	1275070843	RSA	Female	B			
Director		Director Type	Director Residential address	Municipality	% Share	SA ID Number	Personal Tax	Citizen	Gender	Race			
Ngoako Joseph Kganaka	Chairman		135A Ga-Kgatia, Eisleben Village, Botlokwa 0818	Botlokwa - Rural	0	5012155550080	1647774841	RSA	Male	B			
Buyile Xolile Yamani Mbanga	Director		7 Thanda Thula, 36 Glenluce drive, Douglasdale Ext 152, 2196	JHB 7900989457	0	7603255750089	3726092145	RSA	Male	B			
Graham Chalenor Reynolds	Director		Camcaim, 6 Bonair rd, Rondebosch, 7700	City of Cape Town 121685486	0	6506055060081	2617720038	RSA	Male	W			
Helena Petronella Lottering	Executive Director		1 Reservoir str. Moorsreesburg, 7310	Swartland municipality 3-30-00321-003-9	0	5507010019080	1828176642	RSA	Female	W			



www.thecardcompany.co.za

Ayanda Mbanga Communications (Pty) Ltd

Directors: NJ Kganaka, HP Lottering

3211 Mcebisi, GC Raymond

Reg No: 1780/009932/07

VAT Reg No: 40501/9417

JOHANNESBURG

112 Cindywood
140 Rivonia Road
Sandown 2199

tel: 010 001 8132

CAPE TOWN

Unit 10, The Stockyard
3 Ravenscraig Road
Woodstock, 7925

tel: 021 000 1750

DURBAN

151 Musgrave Road
FNB House, 2nd Floor
Durban-4001

tel: 031 202 2916

MTHATHA

93 Nalson
Mandela Drive
Mthatha 5100

tel: 063 329 9426



2nd floor, 71 Bree Street, Cape Town 8001
 PO Box 887, Cape Town 8000
 Tel: +27 21 424 1210
 Fax: +27 21 423 4694
 www.daleglen.co.za

Ayanda Mbanga Communications (Pty) Ltd
 Unit 102 Mason's Press
 7 Ravenscraig Road
 Woodstock
 7925

Tax Invoice & Statement

Entity	The Tamric Trust		
Entity VAT No.	4550131926	Entity Reg No	T360/92
Property	Mason's Press (MAS1)		
Unit No	102		

Tax Invoice No	11187/202107/1	Recipient VAT No	4050179417
For the Month	July 2021	Recipient Reg No	1980/009032/07

Monthly Charges Generated on 11 June 2021

Queries	Carol Alexander accounts@daleglen.co.za Tel: 0214241210 Fax: 0214234694		
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Printed: 11/06/2021 16:02:57

Page: 1

Date	Allocation	Remarks	Exclusive	Tax	Inclusive
11/06/2021	Lease Admin Fee	Balance B/f			0.00
11/06/2021	Deposit Charge	New Lease	1,000.00	150.00	1,150.00
		Deposit as per Lease Agreement for Unit 102	55,000.00	0.00	55,000.00

Arrears/Prepaid(-)			0.00
Current Month Charges	56,000.00	150.00	56,150.00
Amount Due			R56,150.00

Kindly make payment to:
 Daleglen Property Group (Pty) Ltd
 Standard Bank, Account No. 070 610 517
 Branch No. 020909

Please ensure your Account Number listed below in bold is used as Reference for all payments.

I certify that this document is a true copy of the original which was examined by me and that from a comparison the original has not been altered in any manner.



GRAHAM REYNOLDS

Commissioner of Oaths

Designation: Chartered Accountant (SA) : 00296733

Date: 20/6/21

All payments accepted without prejudice to our rights and to those of our clients.

PLEASE RETURN THIS PORTION WITH PROOF OF YOUR PAYMENT TO:

Daleglen Property Group (Pty) Ltd

2nd Floor
 71 Bree Street
 Cape Town
 8001

Queries: Carol Alexander
 accounts@daleglen.co.za
 Tel: 0214241210 Fax: 0214234694

Account No	6 Bonair Road, Rondebosch, Cape Town 11187		
Statement Period	202107		
Tenant / Debtor	Ayanda Mbanga Communications (Pty) Ltd		
Property	Mason's Press (MAS1)		
Unit No	102		
Amount Due			R56,150.00

GEREGISTREERDE WOON- EN POSTADRES

1. Bewaar die kopies van u GEREGISTREERDE WOON- EN POSTADRES in hierdie sakkie.
2. Indien u van adres verander, of indien besonderhede van u huidige adres, soos aansigtelik adres, telefoon nommer, verandering, moet die nuwe WENNINGSREKORD VAN ADRESVERANDERING, wat in die sakkie agter in die dokumentasie is, gebruik word van die vertrekking, want dit word gebruik om die nuwe woonly of postadres van die rekord te verander. Kontak maak met die DEPARTMENT VAN BINNELANDSE SAKE.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Keep the copies of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this pocket.
2. If you have changed your address, or if particulars of your present address, such as visible street and telephone number, etc., have been changed, the NOTICE OF CHANGE OF ADDRESS form in the sakkie at the back of this identity document must be used to report the change, and it must be handed in as is directed in the relevant responsible office at the DEPARTMENT OF HOME AFFAIRS.

I.D. No. 740220 0512 08 6



S. A. BURNER/S. A. BURNER

MBANGA

POORSMAN/POORSMAN

AYANDA

REPUBLIC OF SOUTH AFRICA

SOUTH AFRICA

IDENTITY DOCUMENT

1974-02-20



IDENTITY DOCUMENT SOUTH AFRICA

1996-01-25

IDENTITY DOCUMENT SOUTH AFRICA

ISSUED BY AUTHORITY OF THE DIRECTOR GENERAL, IDENTIFICATION

I certify that this document is a true copy of the original which has been examined by me and that, from the observations, the original has not been altered in any manner.

GRAHAM REYNOLDS

Commissioner of Oaths

Designation: Chartered Accountant (SA) : 00296733

Date: 21 05 21

6 Bonair Road, Rondebosch, Cape Town



Tax Invoice & Statement

Owner	RENZED INVESTMENTS PTY LTD		
Owner VAT No		Owner Reg No	
Property	CINDYWOOD R MAR CHILDREN TRUST (43)		
Unit No	U6112		
Tax Invoice No	7191216/202106/1	Recipient VAT No	
For the Month	June 2021	Recipient Reg No	
Monthly Charges Generated on 24 May 2021			
Queries	Tel: 011 481 3400 Fax: 011 086 503 1327		

Saatchi And Saatchi
 CINDYWOOD
 140 RIVONIA ROAD
 SANDTON
 2199

Printed: 24/05/2021 15:33:23 Page: 1

Date	Allocation	Remarks	Exclusive	VAT	Inclusive
30/04/2021	Receipt	Balance B/f			21,016.36
01/06/2021	ELECTRICITY	788,153313-154101,15/03/21-14/04/21	1,607.74	0.00	-21,017.00
01/06/2021	RENTAL		18,082.38	0.00	1,607.74
01/06/2021	GARAGE/PARKING		660.00	0.00	18,082.38
01/06/2021	STORE / SRM		1,026.08	0.00	660.00
					1,026.08

FNB
 LAND SECURITIES MANAGEMENT (PTY) LTD
 BRANCH CODE: 251305
 ACCOUNT NUMBER: 50451297623
 This account is due and payable on the 1st of each month.

BANK STAMP
 BANK STAMP

21 376.20	0.00	21 375.56
-----------	------	-----------

AMOUNT DEPOSITED R



Tellers Stamp and Initials

Subject to conditions printed below:
 Cheques etc. for collection to be available as cash when paid. While acting in good faith, the Bank cannot accept responsibility for ensuring that depositors have lawful title to cheques, etc. collected.

Referenced Deposit

Account Name **LAND SECURITIES MANAGEMENT (PTY) LIMITED**
 Branch where account is held
 Branch No. **251305**
 Account No **50451297623**
 Reference Number **7191216 (Saatchi And Saatchi)**

Cheques/Tjeks Drawer
 Paid In by (Signature)
 Name Tel No

Date

Rand	Cents
------	-------

Notes
 Coins
 M.O. & P.O.
 Sub-Total
 Bank No. 1st 6 Nos. Designation: Chartered Accountant (SA) : 00296733
 Date: 21.6.21
 6 Bonair Road, Rondebosch, Cape Town

GRAHAM REYNOLDS
 Commissioner of Oaths

Total R

1

I. D. No. 501215 5550 08 0

S. A. BURGER/S. A. CITIZEN

VAN/SURNAME
KGANAKGA

VOORNAME/FORENAMES
NGOAKO JOSEPH

GEBOORTEDISTRIK OF -LAND/
DISTRICT OR COUNTRY OF BIRTH
SOUTH AFRICA

GEBOORTEDATUM/
DATE OF BIRTH
1950-12-15

DATUM UITGEREIK
DATE ISSUED
1997-01-22

UITGEREIK OP GESEK VAN DIE
DIREKTOR GENERAAL
BINNELANDSE SAKE
331

ISSUED BY AUTHORITY OF THE
DIRECTOR GENERAL
HOME AFFAIRS



GEREGISTREERDE WOON- EN POSADRES

1. Bewaar die Dewys vas u GEREGISTREERDE WOON- EN POSADRES in funde sake.

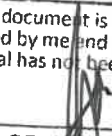
2. Indien u van adres verander het, of indien besprekende adres u huidige adres, of straatnaam en/of -nommer en/of -nomsel het moet die vorm **KENNIGGEWING VAN ADRESVERANDERING**, wat in die saakke agter in die identiteitsdokumente, gebruik word om die verandering te doen te meld en moet dit ingedien word by die persoon wat aan die reëlende skema verskoonoor is in die DEPARTMENT VAN BINNELANDSE SAKE.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Keep the proof of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this folder.

2. If you have changed your address, or if particulars of your present address, e.g. name of street and/or street number, etc. have been changed, the NOTICE OF CHANGE OF ADDRESS form in the pocket at the back of the identity documents must be used to report the change and it must be handed in or posted to the nearest administrative office of the DEPARTMENT OF HOME AFFAIRS.

I certify that this document is a true copy of the original which was examined by me and that, from the observations, the original has not been altered in any manner.



GRAHAM REYNOLDS
Commissioner of Oaths
Designation: Chartered Accountant (SA) : 00296733
Date: 21-05-21
6 Bonair Road, Rondebosch, Cape Town

KGORO YA GA-KGATLA

TO WHOM IT MAY CONCERN

THIS IS TO CERTIFIED THAT KHATHA R. N. JOSEPH I.D. NO. 5012155550080 IS A CITIZEN OF EISLEBEN (GA-KGATLA) VILLAGE UNDER CHIEF MASEDI RAMOKGOPA.

WE THEREFORE HUMBLY REQUEST THAT HIS/HER REQUEST MAY BE ATTENDED.

SIGNED 1. Lawrence Kgalla (NDUNA) 082 885 9401 (INDUNA CELL NUMBER) 2. Melji Basg 082 663 5249 (SECRETARY)

P/S:

RESIDENTIAL ADDRESS Stand-No: 135A GA-KGATLA EISLEBEN 0818

POSTAL ADDRESS P.O. Box 438 SOEKMEKAAR 0810

RAMOKGOPA TRADITIONAL COUNCIL KGORO YA GA-KGATLA

11 JAN 2021

BOTLOKWA, EISLEBEN BOX 138, SOEKMEKAAR, 0810

I certify that this document is a true copy of the original which was examined by me and that, from the observations, the original has not been altered in any manner. GRAHAM REYNOLDS Commissioner of Deaths Designation: Chief Registrar (SA) : 00296733 Date: 11.01.21 6 Bonair Road, Rondebosch, Cape Town

Conditions:

This card has been issued by the Department of Home Affairs in terms of the Identification Act, Act 68 of 1987.
It must be returned to the Department of Home Affairs for security or identification purposes should it be lost.

Date of Issue:
01 MAR 2017



104073406



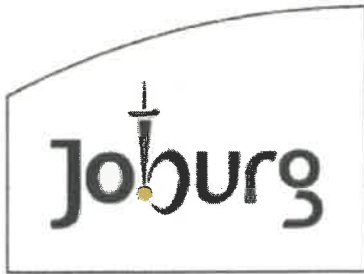
**REPUBLIC OF SOUTH AFRICA
NATIONAL IDENTITY CARD**

Surname: **MBAHWA**
Forenames: **BUYILE XOLILE YAMANI**
Sex: **M**
Nationality: **RSA**
Identity Number: **7803255750009**
Date of Birth: **29 MAR 1976**
Country of Birth: **RSA**
Status: **CITIZEN**



I certify that this document is a true copy of the original which was examined by me and that, from the observations, the original has not been altered in any manner.

GRAHAM REYNOLDS
Commissioner of Oaths
Designation: Chartered Accountant (SA) : 00296733
Date: 21.05.21
6 Bonair Road, Rondebosch, Cape Town



a world class African city

Computer generated
TAX INVOICE

MAKIWANE BXY & NC
36 GLENLUCE DRIVE
DOUGLASDALE EXT.152
2191

You can contact us in the following ways

- Phone: Tel: 0860 56 28 74 Fax: (011) 358-3408/9
- Correspondence: P O BOX 5000 JOHANNESBURG 2000
- E-mail: joburgconnect@joburg.org.za

VAT NO: CITY OF JOHANNESBURG: 4760117194 VAT NO: PKITUP: 4790191292
VAT NO: JOHANNESBURG WATER: 4270191077 VAT NO: CITY POWER: 4710191182

Date	2021/06/03
Statement for	June 2021
Physical Address	2493 DOUGLASDALE EXT.152 TS
Stand No./Portion	00002493 - 00000 - 00
Township	DOUGLASDALE EXT.152

Stand Size	Number of Dwellings	Date of Valuation	Portion	Municipal Valuation	Region
351 m2	1	2018/07/01	E1	Market Value R 2,161,000.00	REGION E WARD 115

Invoice Number: 64004738737
Client VAT Number:

Next Reading Date: 2021/06/18
Deposit: R 600.00

Account Number: 553693614

PIN CODE: 299965

Previous Account Balance
Less: Incoming Payment (Last Payment Made 2021/05/08)
Sub Total
Interest on Arrears
Current Charges (Excl. VAT)
VAT @ 15%

4,699.05
- 2,500.00
2,199.05
4.02
2,574.08
203.67

90 DAYS +	60 DAYS	30 DAYS	CURRENT	INSTALMENT PLAN	TOTAL AMOUNT OUTSTANDING
0.00	113.17	2,085.88	2,781.77	0.00	4,980.82

Total Due 4,980.82
Due Date 2021/06/18

We are concerned about the arrears on this account. Immediate payment of the full amount is required to avoid cut off of services and legal action.

I certify that this is a true and correct copy of the original which was examined by me and that, from the observations, the original has not been altered in any manner.

GRAHAM REYNOLDS
Commissioner of Oaths
Designation: Chartered Accountant (SA) : 00296733
Date: _____
6 Bonair Road, Rondebosch, Cape Town



Remittance Advice:

This stub must accompany payment, please do not detach if paying at the post office



EasyPay 91115 5536936148



Postal Office 0146 553693614



51600880011159 55369361404

Date: 2021/06/03 MAKIWANE BXY & NC
Acc. No.: 553693614 2493 DOUGLASDALE EXT.152 TS

Standard Bank City of Johannesburg Banking details:

Internet banking - Use the banks pre-loaded Company details
SBSA branch deposits - CIN no AA45 to be used in place of bank acc. nr.
Client Account No/Deposit Reference 553693614

Total Due 4,980.82
Due Date 2021/06/18

GEREGISTREERDE WOON- EN POSADRES

1. Bewaar die bewys van u GEREGISTREERDE WOON- EN POSADRES in hierdie sakkie.

2. Indien u van adres verander het, of indien besonderhede van u huidige adres, by straatnaam en/of -nommer, ens. verander het, moet die vorm KENNISGEWING VAN ADRESVERANDERING, wat in die sakkie agter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ingedien word by of gepos word aan die naaste streek- / distrikkantoor van die DEPARTEMENT VAN BINNELANDSE SAKE.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Keep the proof of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this pocket.

2. If you have changed your address, or, if particulars of your present address, e.g. name of street and/or street number, etc., have been changed, the NOTICE OF CHANGE OF ADDRESS form in the pocket at the back of the identity document must be used to report the change and it must be handed in at or posted to the nearest regional district office of the DEPARTMENT OF HOME AFFAIRS.

I.D.No. 650605 5060 08 1



S. A. BURGER / S. A. CITIZEN

VAN / SURNAME

REYNOLDS

VOORNAME / FORENAMES

GRAHAM CHALENOR

GEBORTEDISTRIK OF-LAND / DISTRICT OR COUNTRY OF BIRTH

SOUTH AFRICA

GEBORTE DATUM / DATE OF BIRTH

1965-06-05

DATUM UITGEREIK / DATE ISSUED

1998-10-20



UITGEREIK OP BESAG VAN DIE DIREKTEUR-GENERAAL BINNELANDSE SAKE

ISSUED BY AUTHORITY OF THE DIRECTOR-GENERAL HOME AFFAIRS

I certify that this document is a true copy of the original which was examined by me and that, from the observations, the original has not been altered in any manner.

GRAHAM REYNOLDS

Commissioner of Oaths

Designation: Chartered Accountant (SA) : 00296733

Date: 21.05.21

6 Bonair Road, Rondebosch, Cape Town



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 130008791960
Customer VAT registration number
Account number 231127971
Distribution code
Business partner number 1002482800



MR GC REYNOLDS AND MRS JA BREWITT
 6 BONAIR ROAD
 RONDEBOSCH
 CAPE TOWN
 7700

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 06/06/2021		Due date	01/07/2021
AT WEX 1, BUILDING 1, Unit 736, 77 ALBERT ROAD, WOODSTOCK / Erf 178326			
Previous account balance			1133.13
Less payments (11/05/2021)	Thank you		1133.13-
(a)			0.00
Latest account - see overleaf			1173.61
Current amount due (b)	Payable by 01/07/2021		1173.61
	Total (a) + (b)		1173.61
Total (a) + (b) above		1173.61	
Total liability			1173.61



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 231127971 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.

I certify that this document is a true copy of the original which was examined by me and that, from the observations, the original has not been altered in any manner.

GRAHAM REYNOLDS
 Commissioner of Oaths
 Designation: Chartered Accountant (SA) : 00296733
 Date: _____
 6 Bonair Road, Rondebosch, Cape Town

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



MR GC REYNOLDS AND MRS JA BREWITT



>>>> 915552311279718

Account number	231127971
Total due if not paid in cash	1173.61
Amount due if paid in cash	1173.60
Rounded down amount carried forward to next invoice	0.01

NOTICE OF PERSONAL PARTICULARS

1. Any changes to the personal particulars in your ID Book must be communicated to all relevant parties.

NOTICE OF CHANGE OF ADDRESS

1. Keep the NOTICE OF CHANGE OF ADDRESS form in this packet to report a change of address or a change in particular of your present address e.g. name of street and/or street number etc.
2. Hand in at or post to the nearest regional/district office of the DEPARTMENT OF HOME AFFAIRS

I.D. No. 550701 0019 080



S.A. CITIZEN

SURNAME
LOTTERING

FORENAMES
HELENA PETRONELLA

COUNTRY OF BIRTH
SOUTH AFRICA

DATE OF BIRTH
1955-07-01

DATE ISSUED
2014-04-29



ISSUED BY AUTHORITY OF
THE DIRECTOR-GENERAL
HOME AFFAIRS

I certify that this document is a true copy of the original which was examined by me and that, from the observations, the original has not been altered in any manner.

GRAHAM REYNOLDS

Commissioner of Oaths

Designation: Chartered Accountant (SA) : 00296733

Date: 21/05/21

6 Bonair Road, Rondebosch, Cape Town

18 January 2021

To Whom It May Concern

Confirmation of Membership

This serves to confirm that Ayanda Mbanga Communications (Pty) Ltd t/a AMComms the-can-do company, Registration Number: 1980/009032/07, is a member in good standing, of the Association for Communication and Advertising NPC (ACA).

The ACA is a professional body that represents the interests of advertising and communication agencies/companies in South Africa.

Kind Regards



**Mathe Okaba
Chief Executive Officer**

Ayanda Mbanga Communications (Pty) Ltd.



HEREBY CERTIFIES THAT

1980/009032/07

Registration Number

CX1493

Certification Number

HAS BEEN VOLUNTARILY VETTED, VERIFIED AND VALIDATED

27/05/2021

Date of Issue

27/05/2022

Expiry Date

Executive Signature

Certificate validity to be confirmed with CXCSA. All certificates are accompanied by a report. Latest reports can be requested from client or CXCSA. CXCSA is not responsible for outdated certificates / reports or non-payment of business dealings.



(<http://www.treasury.gov.za/>) (<http://www.gov.za/>)



**CENTRAL SUPPLIER
DATABASE
FOR GOVERNMENT**

Supplier Details

Supplier application reference nr	Supplier number	Unique registration reference nr	Legal name	Trading name	Identification type	Identification number	Edit	View	Registration Report
N/A	MAAA0101954	A2ED8C9B-CEB3-4818-805E-D3B051BAAF37	AYANDA MBANGA COMMUNICATIONS		South African Company/Close Corporation Registration Number	1980/009032/07			

+ Add supplier

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ABOUT SSL CERTIFICATES
(<http://www.symantec.com/ssl-certificates>)



**CREDENTIALS PRESENTATION
2021**



1



**AYANDA MBANGA
COMMUNICATIONS
WAS FOUNDED
22 YEARS AGO, AS A
SPECIALIST RECRUITMENT
ADVERTISING AGENCY.**



2



TODAY WE ARE.....

- A full-service brand solutions agency, specialising in communications spanning across all media platforms.
- A 100% black female owned company that rallies around the belief that **nothing is impossible**.
- We bring together passionate, experienced and skilled individuals who understand business, brands, recruitment communication, and strategy.
- An agile, local and independent player.



3



When asked what characteristics someone would need to start their own agency, a prominent adman intoned, "They need a point of view, or philosophy, against which to judge their work."

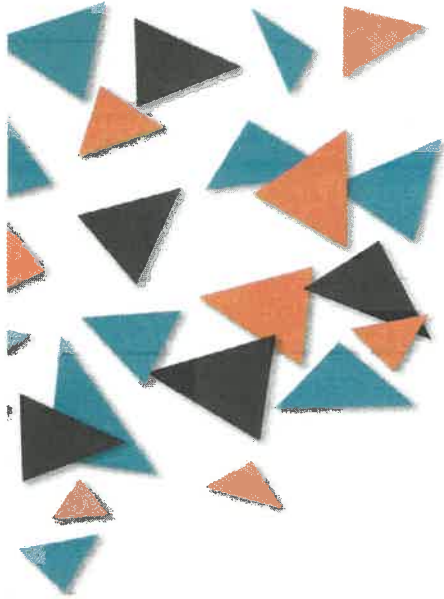
As an *evolving brand solutions agency* this was a challenge for us.

How do we differentiate?
What is our philosophy?

What sets us apart?



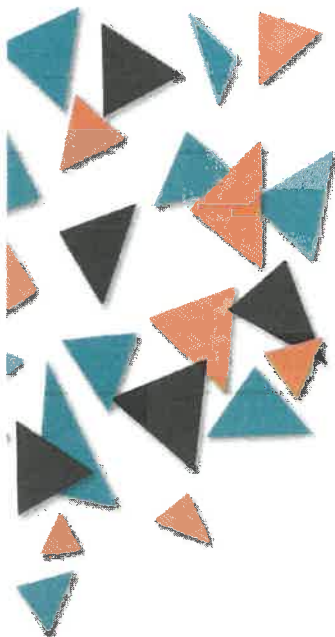
4



CAN-DO SETS US APART



5



Can-Do is willingness, action and determination.
Everyone has great ideas. We however live to bring those
exceptional, truly challenging ideas to life.

Can-Do is on brand, on time and on budget.

Can-Do is our reason to believe.



6

A TEAM TO KNOCK YOUR SOCKS OFF

7



AYANDA MBANGA CEO

25 years' experience.
Journalism graduate from Rhodes University.
MBA in Business Strategy from Henley Business School, UK.
Founder of Ayanda Mbanga Communications.
Nedbank Businesswomen of the Year Finalist.
Sunday Times Media Publisher's Award 2012.

"Starting my own company, building a business, and seeing it grow as well as growing my people and our clients' businesses continues to be a highlight".



8

FEMALE MANAGED



AYANDA MBANGA
CEO



BEVERLEY VAN DER ROSS
OFFICE MANAGER



IRENE GILBERT
OPERATIONS MANAGER



AYANDA MBANGA CEO

STRATEGY

AYANDA
MBANGA

ACCOUNT MANAGEMENT

HELEEN
LOTTERING

CREATIVE

MYRTLE
WILDS

PRODUCTION & MEDIA

ZAKHELE
NGUBANE

DIGITAL MEDIA STRATEGY PLANNING & BUYING

DEAN
HOUTZAMER

FINANCE

RENATE
BREDEKAMP

IRENE
GILBERT

WANDA
DOUGLAS

ZIPHO
MAQOQA

ETHAN
SAMUELS

LANGUAGE COPYWRITING

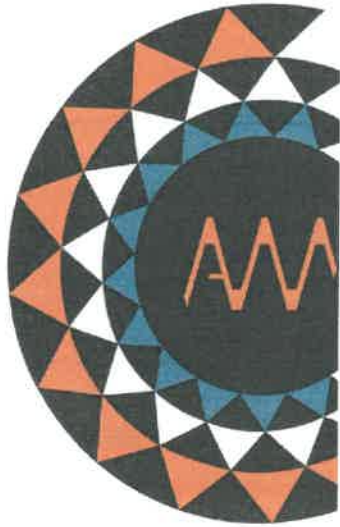
BEVERLEY
VAN DER ROSS

NIRUPA
BABOOTHILALL

CHARLENE
DU TOIT

TAURIQ
ISAACS





WHY PARTNER WITH US?

EXPERTISE: We provide access to resources and know-how that you don't have on hand, can't afford or don't want to hire fulltime.

TIME SAVING: We save you valuable time by freeing up your existing staff for other important deliverables and giving the creation of advertising campaigns the attention it deserves.

BRAND DEVELOPMENT: We simplify this complex task by using our fully integrated service to establish positive brand awareness through advertising and other campaigns, as well as 'quick win' solutions to meet your talent attraction and engagement needs.

COMPETITIVE FEES: Our income is based on 16.5% of your media expenditure and a production fee for campaign design and development.



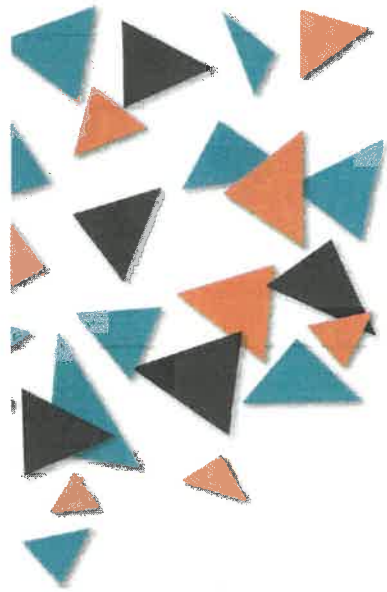
WHY PARTNER WITH US?

As a member of the ACA (Association of Communication and Advertising), we continuously strive to uphold and adhere to the principles and practices of the governing body.

We have been vetted and verified by Corexalance as an ethical agency who timeously meets our responsibilities.

We are a certified LinkedIn partner in South Africa.





WHAT WE DO

- ✓ Recruitment Advertising (Print, Digital, Radio, Out of Home)
- ✓ Employer Branding (EVP development and roll-out)
- ✓ Strategy
- ✓ Design
- ✓ Digital (Websites, Mobile Applications, Job boards, Pay Per Click and Google Adwords)
- ✓ Social (Jobgrams, Google Ads, Facebook & LinkedIn)
- ✓ Career and Talent Attraction Events

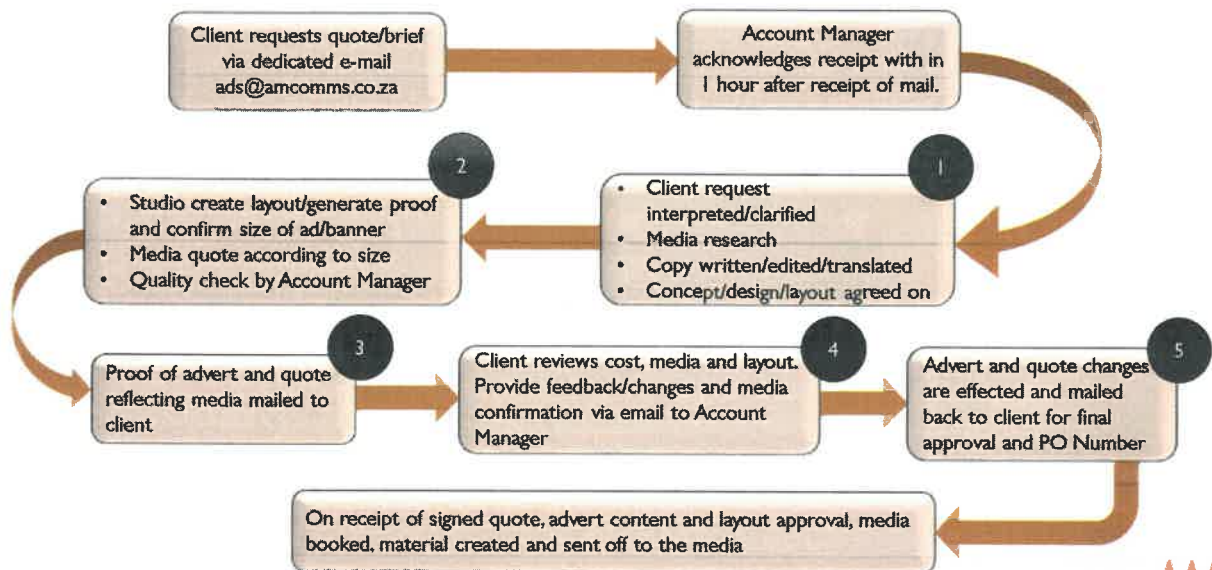


OUR APPROACH

Get Local
Define the Insight
Believe in Team
Learn, Adapt, Improve
and Deliver



STANDARD PROCESS



15

WHO WE DO IT FOR



To name a few:

African Development Bank, Department of Environmental Affairs, Department of Energy, Johannesburg Water, Mediclinic, NECSA, Old Mutual, The Shoprite Group, SASOL, SAMRC, Mediclinic, Distell, Kaap Agri, Overberg Agri, Cape Peninsula University of Technology, Various Universities: Fort Hare, Mandela, Pretoria, Rhodes, Stellenbosch, Walter Sisulu Western Cape Government, Parliament SA, Western Cape Government.

Various Municipalities including:

Cape Winelands District Municipality, City of Cape Town Dr Nkosazana Dlamini Zuma, Knysna, KwaDukuza, Mossel Bay, Overstrand, Swartland, Swellendam and uMzimkhulu.

16



17

WHO WE DO IT FOR

OUR PREVIOUS VENTURES

18

SOME OF OUR WORK

19

 Cape Peninsula
University of Technology

**2015 & 2016 CPUT &
CAPE EPIC:**

CPUT
OFFICIAL #CAPEEPIC2015
RACE VILLAGE HOST
#BEATTHEBEST

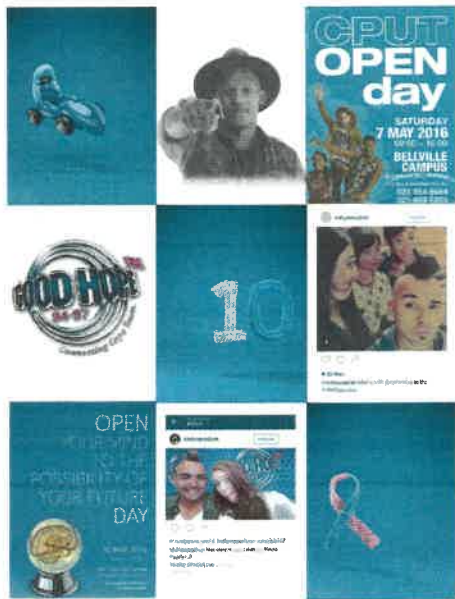
Visit us
CPUT STAND
CAPE EPIC
WELLINGTON STAGE
16th AND 17th MARCH

You Tube

 CAPE
EPIC

 AM

20



CPUT - Open Day Objectives:

- Advertising the University's Open Day Event in various advertising mediums:
 - Newspaper Adverts;
 - Radio – Live reads and Pre-Promos;
 - Light Pole Advertising;
 - Social Media - Facebook and Instagram)

- Promoters on the day, assisting prospective students, tasked with various responsibilities, alleviating some pressure from CPUT staff members working on the day;

- Managing the Outside Broadcast on the day. The OB included a Q&A, which was done by CPUT's Marketing/PR Rep; a Lecturer and a member of the SRC (Student Rep) so prospective students could get a feel of what CPUT offers.



Light Pole and Newspaper AD



2017 Facebook Artwork




2014 and 2015 Concept Art



OPEN DAY ARTWORK

2016 Instagram Artwork









"APPLICATIONS NOW OPEN" CAMPAIGN

Facebook and Instagram Advertising Campaign:
 We ran "Apply" adverts for all 77 courses. Ran 154 adverts with successful results on smaller individual advert budgets. The adverts were targeted mainly at Western Cape; also focusing the rest of SA and our top neighbouring African Countries (listed below).

Advert Interaction for 2017:

-  **Clicked: 842 746** users clicked through to CPUT's website to potential apply for a course of their choice.
-  **Advert seen by Africa: 22 535 460** African users saw the adverts, and 33 million impressions were served.

Facebook Users for Top African Countries: South Africa; Zimbabwe; Cameroon; Namibia; Rwanda; Angola; Gabon; DRC; Republic of Congo and Lesotho = 68 670 000 million users
 Source: Internet World Stats


OUTDOOR BRAND AWARENESS CAMPAIGN

➤ Bus Shelter Awareness Campaign in conjunction with "Application Now Open" Campaign.

Artwork Sample













OUTDOOR BRAND AWARENESS CAMPAIGNS
 ➤ Billboard Advertising for the launch of the Nanosatellite

RADIO CAMPAIGNS

 <p>energy Department: Energy REPUBLIC OF SOUTH AFRICA</p>	<p>We produced and managed radio advertising for outside broadcasts, live reads and awareness campaigns.</p>
 <p>Simpsons ATTORNEYS</p>	<p>We've produced 2 radio adverts and managed a 3-week awareness campaign on Radio Riverside</p>
 <p>verifi SPRINGPOINT FINANCE <small>Find your place. Make them reach you.</small></p>	<p>We've managed awareness campaigns on radio stations and various newspaper titles.</p>
 <p>Companies Tribunal <small>a member of the dti group</small></p>	<p>We've managed awareness campaigns on various radio stations.</p>
 <p>water & sanitation Department: Water and Sanitation REPUBLIC OF SOUTH AFRICA</p>	<p>We've managed an outside broadcast for the Innovators Conference in 2018</p>



RHODES UNIVERSITY



RHODES UNIVERSITY
Where leaders learn

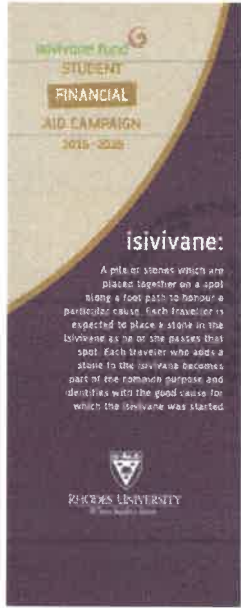
ANNUAL FUNDRAISER

- Content and material design
- Event planning
- Fund raising.

We also manage their media planning and buying.



RHODES UNIVERSITY



isivivane fund



BRANDING FOR THE ISIVIVANE FUND

Rhodes University approached us to create a visual representation for their student funding project.

We designed the identity and branding material for Isivivane fund (Brochure, invitations banners, etc).





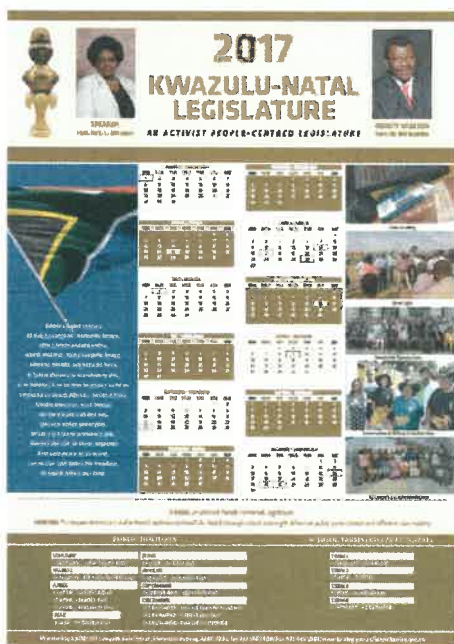
GRADESMATCH



THE STUDENT APP

GradesMatch was a small startup. They approached us to create a social media presence, to build brand awareness and get learners registered.

We started off with 1000 registered users and to date, along with activations, social media drives and competitions, they are at 10 000+ users.



KZN LEGISLATURE

Design and Printing
We manage design and printing for the Legislature's office.



JOB OPPORTUNITY

The City of Cape Town promotes and applies the principles of employment equity. People with disabilities are encouraged to apply.

**ENERGY, ENVIRONMENT AND SPATIAL PLANNING
PRINCIPAL PROFESSIONAL OFFICER: RENEWABLE ENERGY AND ENERGY EFFICIENCY
CODE: R789 406 – R1 097 968 PER ANNUM • REF. NO. SP 42/16**

Requirements: • A minimum of a degree in Planning, Economics, Engineering or related field (preferably a Master's degree) • 8 years' relevant experience at an appropriate level with the emphasis on sustainable energy planning and projects, including energy and carbon futures modelling, financial and economic analysis, project management and policy development
• Experience working in, or with, government, particularly municipal government.

Key performance areas: • Contribute to the development and implementation of sustainable energy and carbon programmes and projects • Develop energy and carbon models / analysing data
• Commission and/or undertake research • Contribute to the energy data management programme
• Raise funds • Manage budgets • Develop and manage tenders • Oversee project implementation
• Build internal and external relationships, interacting extensively across municipal departments, parastatals and with provincial and national government • Address legislative and policy requirements.

Please apply online at www.capetown.gov.za/careers (external applicants) or via the SAP Portal (internal applicants).

Closing Date: 23 December 2016

- Please quote the reference number of the vacancy in all communications.
- Certified copies of qualifications must be available on request.
- Visit our website at www.capetown.gov.za/careers
- No late applications will be considered.
- If no notification of appointment is received within 3 months of the closing date, please accept that your application was unsuccessful.



Making progress possible. Together.

CITY OF CAPE TOWN



SASOL
Newspaper advertising and Digital advertising





We would love to hear from you...

 **CPT Office:** +27 21 000 1750 /
DBN Office: +27 31 202 2916 /
JHB Office: +27 10 001 8132 /

 **Ayanda's Cell:** +27 79 276 2651 /

 **Email:** ads@amcomms.co.za /



3 May 2021

To whom it may concern,

Reference for Ayanda Mbanga Communications

This letter confirms that **Ayanda Mbanga Communications** is an appointed service provider for the provision of advertising services for a period of five (5) years.

The contract with **Ayanda Mbanga Communications** started in November 2017 and will end in October 2022.

The terms of reference for the contract, which is still on-going was as follows:

- Provide advertising services in various publication mediums, and other related needs.
- Provide media recommendations to the SAMRC in order to reach the correct target markets.
- Reduce risk factors associated with recruitment advertising.
- Provide the SAMRC with the LinkedIn Subscription package consisting of:
 - ✓ Jobs Dashboard Manager
 - ✓ Recruiter – Corporate
 - ✓ Job Slot
 - ✓ Career Pages – Enterprise: Advanced Package

The project value of the services from the inception of the contract is approx. ZAR R 7 000 000.00 and is still ongoing.

As a beneficiary of these services, SAMRC confirms the fulfillment and successful implementation of the contract and obligations during the course of the project.

This document serves as a recommendation nature and is served to Ayanda Mbanga Communications for rendering similar services to other institutions.

Thank you.


Yours faithfully,

Eugene Philander
Chief Practitioner Officer: Supply Chain Management





**Western Cape
Government**

Department of the Premier

Corporate Services Centre
Directorate Recruitment and Selection

Tel: +27 21 483 6028
Ferdinand.gerber@westerncape.gov.za

To whom it may concern,

I hereby confirm that we have been and are still using the services of Ayanda Mbanga for the purpose of providing a Recruitment Advertising Service.

Our evaluation of the services is as follows:

Question	Response				
Has the Service Provider performed similar/relevant work for you relating to design and placement of recruitment advertisements?	<table border="1"> <tr> <td>Yes <input checked="" type="checkbox"/></td> <td>NO</td> </tr> <tr> <td colspan="2">Nature of work Media Advertising</td> </tr> </table>	Yes <input checked="" type="checkbox"/>	NO	Nature of work Media Advertising	
Yes <input checked="" type="checkbox"/>	NO				
Nature of work Media Advertising					
Was the work completed within the Contractual time frame?	<table border="1"> <tr> <td>Yes <input checked="" type="checkbox"/></td> <td>NO</td> </tr> <tr> <td colspan="2">Comments Very good</td> </tr> </table>	Yes <input checked="" type="checkbox"/>	NO	Comments Very good	
Yes <input checked="" type="checkbox"/>	NO				
Comments Very good					
Was the work completed within the Contract Price/Amount Budget?	<table border="1"> <tr> <td>Yes <input checked="" type="checkbox"/></td> <td>NO</td> </tr> <tr> <td colspan="2">Comments Very good</td> </tr> </table>	Yes <input checked="" type="checkbox"/>	NO	Comments Very good	
Yes <input checked="" type="checkbox"/>	NO				
Comments Very good					
Did the Bidder comply with specifications and requests as required?	<table border="1"> <tr> <td>Yes <input checked="" type="checkbox"/></td> <td>NO</td> </tr> <tr> <td colspan="2">Comments Very good</td> </tr> </table>	Yes <input checked="" type="checkbox"/>	NO	Comments Very good	
Yes <input checked="" type="checkbox"/>	NO				
Comments Very good					
Where you satisfied with the Contractor's performance /professionalism?	<table border="1"> <tr> <td>Yes <input checked="" type="checkbox"/></td> <td>NO</td> </tr> <tr> <td colspan="2">Comments Very good</td> </tr> </table>	Yes <input checked="" type="checkbox"/>	NO	Comments Very good	
Yes <input checked="" type="checkbox"/>	NO				
Comments Very good					

Ayanda Mbanga officials are always willing to walk the extra mile to meet our expectations.

Regards,

Ferdi Gerber

Digitally signed by Ferdi
Gerber
Date: 2021.05.17 07:38:07
+02'00'

DEPUTY DIRECTOR: TALENT SOURCING

DATE: 17 MAY 2021

REACHING YOUR TARGET GROUP

Through our long-standing relationships with all media owners in South Africa and service agreements with various digital platforms we can offer our clients access to all media vehicles available to reach their relevant target audience.

Our subscription to Media Manager Online gives us access to research on most mediums available in South Africa, enabling us to do media planning and buying in much shorter turnaround times.

We also have agreements with various international service providers to assist with placing ads in Africa and across the globe.

We are the only agency in South Africa that can boast about an agreement with LinkedIn, enabling us to not only offer advertising opportunities for our clients but also assist clients with their Corporate LinkedIn subscription at no additional costs.

AMComms will gladly provide more in-depth information on specific brands when required.

DEADLINE APPLICATION:

Media deadlines are determined and implemented by media owners, to enable proper planning and time to set pages in order to meet their contracted timeslots with the printing press. Unfortunately, media owners do not have printing facilities on site and do not print their own papers. Newspapers are printed at various printing facilities and therefore media owners are bound to specific timeslots that form part of a much bigger printing schedule executed by a specific printing facility.

Apart from helping to eliminate unnecessary errors and ensure top quality advertisements, we have appreciation for the time media owners need to fulfil their commitment to publishing a newspaper on time.

We believe that our clients share this view, and we therefore kindly request your cooperation with regard to the appended deadline schedule.

Rest assured that we will always endeavour to meet your requests - even under the most exceptional circumstances - but we rely on your fair judgement. For instance, it would be most helpful if you could advise us well in advance, should you suspect a late request may be on the cards.

NB: Due to the worldwide COVID-19 pandemic, we need to be cognisant of the fact that most of our suppliers are working from home. Deadlines will, therefore, be tighter, but as always, we will strive to give 100% to all campaigns.



Media Manager Africa (Pty) Ltd

Reg. No. 2016/381528/07. Directors: MT Leahy (Brit), SM Leahy
208 Valbonne Drive, Off Mulbarton Road Beverley Sandton South Africa
PO Box 2721 Lonehill 2062 South Africa
Tel: (011) 465-3704 E-mail: desk@mediamanager.co.za
Internet: www.mediamanager.co.za

REGARDING: CERTIFICATE OF USE

TO WHOM IT MAY CONCERN,

I, the undersigned, in my capacity as a Director and duly authorised to sign this letter of confirmation of use, hereby confirm the following:

- Ayanda Mbanga subscribes to our service Media Manager Online.
- The account was opened in 2013. The account is in good order and not in arrears;

I further confirm that as an active subscriber, the company has access to the following services:

- We research South African mediums and list them in an online service.
- Mediums can be sorted by name, platform, interest
- Mediums have content info, targets, ABC/Effective Measures and other performance metrics, current and historical rate cards, production info, advertising and editorial contacts
- Inflation Watch module features rate, performance, CPM trends, rate increase analyses,
- Data can be placed into customized lists, exported into various formats and files
- Used by 20 out of 20 of the top media placing firms and 10 out of 10 of the top PR consultants
- Saves users time and effort so they can concentrate on client media planning and buying solutions

We trust you find the above in order. Please do not hesitate to contact me should you require additional information or have any queries.

Yours sincerely,

**Name: Michael Leahy Tel: 011-465-3704 / 083-230-0343 Email:
mikel@mediamanager.co.za**



LinkedIn Ireland Unlimited Company

70 Sir John Rogerson's Quay
Dublin 2
Ireland

Registered in Ireland
Company Number: 477441

TO WHOM IT MAY CONCERN

Date: 30th April 2021

Re: Ayanda Mbanga Communications (Pty) Ltd.

Dear Sir/Madam,

This letter confirms that as of the above date, Ayanda Mbanga Communications (Pty) Ltd is our sole authorised Alliance partner for sales of LinkedIn Talent Solutions products in South Africa.

While Ayanda Mbanga Communications (Pty) Ltd. may provide additional value-added services to its clients, the price applicable to our Talent Solutions products is the same regardless of whether such products are purchased directly from LinkedIn or through Ayanda Mbanga Communications (Pty) Ltd.

For any further information, please contact Omer Keser, LinkedIn Partner Manager [okeser@linkedin.com].

Yours faithfully,

DocuSigned by:

Ray McGrath

LinkedIn Ireland U.C.
Director, Legal
30 April 2021



Deadline guideline 2021

Below list of frequently used media, does not cover ALL available media, pls do not hesitate to contact us to source any additional mediums.

<u>National media</u>	<u>Publication day</u>	<u>Brief Deadline (i.e. first request to reach us)</u>	<u>Media Booking Deadline</u>	<u>Media booking cancellation deadline</u>
City Press and Rapport	Sun	Tue prior 15:00	Thur 15:00	Thur 16:00
Sunday Times	Sun	Tue prior 15:00	Thur 15:00	Thur 16:00
Mail and Guardian	Friday	Mon prior 15:00	Wed 15:00	Thur 16:00
<u>Provincial media</u>	<u>Publication day</u>	<u>Brief Deadline (i.e. first request to reach us)</u>	<u>Media Booking Deadline</u>	<u>Media booking cancellation deadline</u>
Daily publications	Daily	3 days prior 10:00	One day prior 09:00	One day prior 10:00
Local/community media	<u>Publication day</u>	<u>Brief Deadline (i.e. first request to reach us)</u>	<u>Media Booking Deadline</u>	<u>Media booking cancellation deadline</u>
Weekly on Thursday	Weekly - Thur	Tue week prior 10:00	Thur week prior 10:00	Fri week prior 10:00
Weekly on Wednesday	Weekly - Wed	Mon week prior 10:00	Mon week prior 15:00	Tue week prior 10:00
<u>Digital/social media</u>				
Social media advertising and banners		2 business days prior to activation	2 business days prior to activation	1 business day prior to activation
Job boards Online		1 business day prior to activation	1 business day prior to activation	Same day
Radio	National	<u>Brief Deadline (i.e. first request to reach us)</u>	<u>Media Booking Deadline</u>	<u>Material deadline</u>
	National	35 days prior to fighting	28 days prior to fighting	10 days prior to fighting
	Community announcer read	15 days prior	10 days prior	7 days prior
TV	SABC 1,2,3 and E-TV	Ready material 2 weeks prior	7-10 days prior	21 days prior
<u>Creative Design</u>	<u>Platform dependent</u>	<u>5 business days prior to booking</u>		

Translations: volume dependent, up to 1 000 words within 8 business hours. Up to 10 000 words within one week.

All adverts cancelled prior to media booking cancellation deadline will carry no cancellation fee.

All media bookings cancelled after media cancellation deadline will be charged at media owner rate cared fees.



www.thecandocompany.co.za

JOHANNESBURG

CAPE TOWN

DURBAN

MTHATHA

Ayanda Mbanga Communications (Pty) Ltd

Directors: NJ Kgankga, HP Lottering,

BXY Mbanga, GC Reynolds

Reg No: 1990/009032/07

VAT Reg No: 4050179417

112 Cindywood

140 Rivonia Road

Sandown 2199

tel: 010 001 8132

Unit 10, The Stockyard

3 Ravenscraig Road

Woodstock 7925

tel: 021 000 1750

151 Musgrave Road

FNB House, 2nd Floor

Durban 4001

tel: 031 202 2916

93 Nelson

Mandela Drive

Mthatha 5100

tel: 050 329 9426

PROJECT METHODOLOGY

AMComms guarantees that the services shall be of a professional standard and that the services shall be rendered with due care, skill and diligence. Without detracting from the generality of this obligation, we undertake to meet the service levels set out below:

DESCRIPTION	TIMEFRAME
Client submit all briefs and requests to a centralised mail box	Ads@amcomms.co.za
Acknowledgement of brief	Within one (1) hour after receipt of brief
Dedicated account manager will clarify request	Within two (2) hours after receipt of brief
Media proposal and/or cost estimate	One (1) business day after acknowledgement of brief or as agreed with Client
Campaign research	One (1) – two (2) business days, depending on media channels
Local media research	One (1) – two (2) business days
International media research	Two (2) – three (3) business days
New media options available	Depending on media owner's development and availability of information but as and when agency source new information
Statistics and research	When released and/or presented to industry
Rate increases	Dependent on media owner but mainly annually in January. Agency will update client by end January every year or as notified by media owner
Approval and acceptance of advert and quotation	On receipt of signed quote and order number
Media bookings and material deadlines	As per publication/medium requirement
Special positioning on publication page/media platform	Loading according to publication/media platform rate card
Material delivery/activation	Material/artwork delivered via Adstream and Mediasend Digital activation as required by platform
Processing of invoice	Week following publication/activation date, on proof of successful publication/activation by media
Delivery of electronic invoice	Within two (2) weeks following publication/activation date, invoice including pdf tear sheet
Monthly reconciliation of account	On statement, within one (1) week after month-end run

TEAM DEDICATED TO CAPE WINELANDS DISTRICT MUNICIPALITY

Job Title	Name	Contact	Role in team	Exp.
Client service/account manager/	Charlene du Toit	021 000 1750 072 155 6263	Management/processing of all requests, quotes, and successful publication	21 years relevant
Office/Media manager	Beverley van der Ross	021 000 1750 073 194 1081	Media research and buying. Management of human resource dedicated to this tender	11 years relevant
Digital and Social media specialist and researcher	Dean Houtzamer	021 000 1750 078 254 4870	All research, proposals, buying, activations and reports	6 years relevant
Designer and typesetting	Myrtle Wilds	021 000 1750	Advert development and typesetting	35 year relevant
Accounting	Renata Bredenkamp	021 000 1750 081 332 0806	Billing, reconciliation and follow through of all payments	16 years relevant
Chief Operating Officer	Ayana Mbanga	079 276 2651	General support	23 years

To ensure best turnaround times forward all requests to ads@amcomms.co.za AND Beverley.vanderross@amcomms.co.za

Acknowledgement of receipt within 30 min.



THE SOUTH AFRICAN TRANSLATORS' INSTITUTE

This certifies that

CHARLENE DU TOIT

(Member number 1003403)

**is an individual member in good standing with the Institute
and adheres to the SATI code of ethics.**

Accreditation:

N/A

Further comments:

Translation: Afrikaans \diamond English

Copy-writing, Editing and Proofreading: Afrikaans and English

Theresa Bender
SATI Registrar

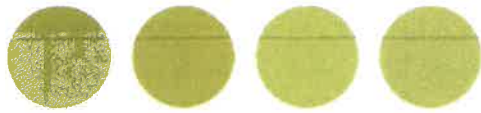
This certificate is valid from January – December 2021

South African Translators' Institute
SATI – Eersiglig Language Services



Code of ethics:

To endeavour constantly to achieve the highest possible quality in respect of accuracy of rendering, terminological correctness, language and style • To accept full responsibility for their translations and to bring unresolved problems to the attention of their clients/employers • To accept no work that is beyond them (with regard to deadline and knowledge of source language, target language and subject), except with the knowledge of their clients/employers, and to keep to agreed deadlines and forms of delivery • Constantly to pursue self-improvement in order to improve the quality of their work; to share their professional knowledge with other members, but to maintain a relationship of trust with their clients/employers and to treat all information that comes to their attention in the course of their work as confidential • Not to accept any work that, in their opinion, is intended for unlawful or dishonest purposes or is contrary to the public interest • To be guided in negotiating remuneration by the principle of equitability and fairness • To respect all rights of the author and the client/employer, and specifically copyright • Always to uphold the highest ethical and moral standards in their dealings with their clients/employers and in the practice of their occupation as translator • To take part in the activities of the Institute and always to conduct themselves in such a way that their conduct and the quality of their work will be to the credit of the Institute and translation as an occupation.



Language Inc.

30 March 2021
Stellenbosch

Dear Ms Lottering

It gives me great pleasure to send you a proposal to be re-assigned as the sole language service provider on your project. I look forward to continue our longstanding and successful relationship of the past 13 years.

Having been a language service provider to many large national and international companies (and governments) for the past 16 years we take pride in our service excellence and will aim to give you the same level of service. As South Africa's ONLY language service supplier which is compliant to an international language supply standard (EN15038 - <https://language-inc.org/en/quality-standard>), we do not only provide quality service but also provide excellent turnaround times. Language Inc. is also a corporate member of the South African Translators' Institute (SATI) under membership number 1001479.

We translate into and from 57 different languages (<https://language-inc.org/en/services/languages>) on a regular base and have mother tongue linguists who all hold a tertiary degree, have at least 5 or more years' experience and are subject specialists. All our linguists sign a Non-Disclosure Agreement and our data is protected by all available means. The company's server is secured by a firewall, backed-up off-site and all company offices have an electronic security system.

At Language Inc. we make use of technology to increase the quality of our translations and also to reduce the cost for our clients. Please note that we do not make use of any translation software (i.e. Google Translate) to translate any material. All translations are done by humans as language is too intricate and have too many nuances to leave it up to logarithms to do the work. We do however create translation memories (TM) which we harvest after each translation has been completed. Upon receiving a new project from the same client we will first apply the TM to align the new text to any previously used clauses and then work on the rest of the text. Since we have introduced this technology to benefit our clients we also give a discount on any previous matches. The following table will illustrate the discounts applicable.

Percentage matches with TM	Discount applies
No matches	0%
50% – 75% matches	10%
76% – 85% matches	20%
86% – 99% matches	25%
100% matches	100%

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Please note that initially the discounts may not be a lot, however, as the TM grows more-and-more matches will be found and more-and-more discounts will apply. Not only will you benefit financially through this system but there will also be greater consistency between your different documents. We can also work in a variety of document types which excludes PDF documents, but include: MS Word, Excel, PowerPoint, RTF, TXT, HTM/HTML, XML, FrameMaker, InDesign, Visio, ASP, JSP, JAVA, TTX, XLIFF, TXLF and SDLXLIFF.

Since Language Inc. is one of the oldest Language Service providers in South Africa we have the necessary infrastructure and experience to handle all kinds of projects. If you have any more questions, please feel free to ask.

Kind regards

Suzet Philps
General Manager



Language Inc.

Anonymous CV of isiXhosa <> English translator

NM

LANGUAGE COMBINATION

isiXhosa → English

English → isiXhosa

isiZulu → English

QUALIFICATION(S)

BA Hons. (African Languages)

MA (African Languages)

EXPERIENCE

Full time translator since January 1995

Information on HIV/AIDS

Studies pertaining to TB

Study guides

Contract/Agreements

Job adverts

Research questionnaires

FIELD(S) OF SPECIALITY

Education

Medical

Social Sciences

Human Resources

Legal

Life Sciences

Banking