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## ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

- 1. T 2020/052: INTERNAL TRAINING PROGRAMMES FOR CWDM EMPLOYEES FOR THE PERIOD ENDING 30 JUNE 2023 X 3
- 2. T 2021/010: PROVISION OF PEST DISINFESTATION AND RODENT CONTROL SERVICES AT VARIOUS OFFICE BUILDINGS AND FACILITIES OF THE CAPE WINELANDS DISTRICT MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2024 X 2
- 3. T2021/023: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN THE **DRANKENSTEIN MUNICIPALITY X 4**
- · 4. T2021/024: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN WITZENBERG MUNICIPALITY X 2
- 5. T2021/025: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN **BREEDE VALLEY MUNICIPALITY X 3**
- 6. T2021/026: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN LANGERBERG MUNICIPALITY X 2
- 7. T2021/046: PROVISION OF BUYING SERVICES FOR DIGITAL AND BROADCASTING MEDIA FOR THE PERIOD ENDING 30 JUNE 2024
- 8. Q 2021/013: MANUFACTORING AND DELIVERING OF PURPOSE-MADE TIMBER LOCKERS TO THE CWDM FIRE STATIONS IN PAARL AND WORCESTER
- 9. Q 2021/032: SERVICING A CALIBRATION OF HAZMAT DETECTION DEVICES FOR A **12 MONTH PERIOD**
- 10. Q 2021/100: WEBPAGE MAINTENANCE AND SUPPORT SERVICES

.. hereby acknowledge receipt of the following original tender and quotation documents: 04 03 2022 Date . Received by .... 11. Q2021 025: SUPPLY AND DELIVERY OF SANITARY TOWELS 12. Q 2021 055 : FACILITATION AND DELIVERING OF AN ADVANCED 4×4 DRIVING AND RECOVERY SKILLS TRAINING PROGRAMME



## TENDER NUMBER: T 2021/046 PROVISION OF BUYING SERVICES FOR DIGITAL AND BROADCASTING MEDIA FOR THE PERIOD ENDING 30 JUNE 2024

COMPANY NAME:	Ayanda Mbanga Communications (Pty) Ltd
POSTAL ADDRESS:	Unit 102, Mason's Press, 7 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

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### T 2021/046 PROVISION OF BUYING SERVICES FOR DIGITAL AND BROADCASTING MEDIA FOR THE PERIOD ENDING 30 JUNE 2024

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### A. TENDER NOTICE

Tenders are hereby invited from service providers for the provision of buying services for digital and broadcasting media for the period ending 30 June 2024

Technical enquiries regarding this bid can be directed to Jo-Anne Otto at Telephone no. 0861265263 or 072 808 0106

#### Closing date: 11:00 on Friday, 19 November 2021

Tender documents, in English, are available free of charge on the websites: www.capewinelands.gov.za or https://etenders.treasury.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R 220.00 per document.

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 tender.

Duly completed tenders must be enclosed in a (separate) sealed envelope and endorsed with the relevant tender number and description on the envelope/s. The sealed tenders must be placed in the official tender box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch on the abovementioned time and dates.

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Tenders will be opened in public as soon as possible after this closing time.

HF PRINS MUNICIPAL MANAGER

## B. GENERAL CONDITIONS AND INFORMATION

Inviting of tenders by the Cape Winelands District Municipality (CWDM), all relevant bid documentation, submitting of tenders by prospective bidders, evaluation / awarding of tenders 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 Tender

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

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

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

### 2. Validity Period

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

It will be expected from Suppliers to update registration details every 12 months from date of registration. Payment will not be effected if supplier information is outdated.

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

### 4. Completion of Tender Documents

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

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

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

Any ambiguity has to be cleared with contact person for the tender before the tender 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 tenders 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 Tender

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

#### 9. Contact with Municipality after Tender 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.

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#### 10. Opening, Recording and Publications of Tenders Received

Tenders will be opened on the closing date immediately after the closing time specified in the tender 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 tenders will not be accepted.

The tender forms should be carefully completed and no errors will be condoned after tenders 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 Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender 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 councilor with this or any past tender.

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, favors, hospitality or any other benefit in any improper way, with this or any past tender.

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#### 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, <u>not a photo-copy of another certified copy</u> 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 noncompliant 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.

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#### 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.

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#### 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 gualifies 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

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IN ORDER TO BE AWARDED PREFERENCE POINTS, ANEXURE 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 Tender.

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 tender, from a country dealing in currency other than that of South Africa.

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#### 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 Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### 24. 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 tenderer whose tax matters are not in order.

No contract shall be concluded with any tenderer 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.

Where the value of an intended contract will exceed R 1 000 000.00 (R1 Million) it is the **bidder's responsibility** to be registered with the South African Revenue Services (SARS) for VAT purposes in order to be able to issue tax invoices. CWDM will deem the price above R 1 000 000.00 (R1 Million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.

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 tender closure date must accompany the tender 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.

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#### 32. Protection Of Personal Information

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

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

The purpose of this document is to:

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

#### 1. **DEFINITIONS**

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1,11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 **"Local content"** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 **"Supplier"** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 **"Tort"** means in breach of contract
- 1.27 **"Turnkey"** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

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### 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 the rejected goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

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

#### 9. PACKING

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

#### 10. DELIVERY AND DOCUMENTS

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

#### 11. INSURANCE

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

#### 12. TRANSPORTATION

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

#### 13. INCIDENTAL SERVICES

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
  - (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### 14. SPARE PARTS

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
  - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. WARRANTY

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### 16. PAYMENT

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

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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.

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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 Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

#### 24. 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 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 willful misconduct, and in the case of infringement pursuant to Clause 6;
  - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

#### 29. GOVERNING LANGUAGE

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

#### 30. APPLICABLE LAW

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

#### 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 0f 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 <u>80/20</u> preferential points system as set out in Preferential Procurement Regulations 2017 will be used to evaluate individual tenders.

### Regulation R 32 of 20 January 2017 provide 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 Tender / 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

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Contact pers		Jo-Ann							_
Telephone nur	nber	021 88	8 5202/07	72 808	0 106				
E-mail addre			e@capev						
	1			UIRIES	MAY	BE DIRECTED	)		
Contact pers	on	Elmine	Niemand						
Telephone nur	nber	021 888	3 5175						
E-mail address elmine@capewinelands.gov.za									

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TERMS AND CONDITIONS FOR BIDDING - PART B						
11	Bids must be delivered by the stipulated time to the correct address. Late	a hide will not be accepted				
1.1.	for consideration.	e blus will not be accepted				
1.2.	All bids must be submitted on the official forms provided-(not to be re-type	d) or online				
1.3.	This bid is subject to the Preferential Procurement Policy Framework Procurement Regulations, 2017, the General Conditions of Contract (GC 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 enable the organ of state to view the taxpayer's profile and tax status.	er (pin) issued by SARS to				
2.3	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	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, separate TCS certificate / pin / CSD number.	each party must submit a				
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						
3.1.	Is the entity a resident of the republic of South Africa (RSA)?	🗌 Yes 🗌 No				
3.2.	Does the entity have a branch in the RSA?	🗌 Yes 🗌 No				
3.3.	Does the entity have a permanent establishment in the RSA?	No No				
3.4.	Does the entity have any source of income in the RSA?	🖞 Yes 🗋 No				
3.5.	Is the entity liable in the RSA for any form of taxation?	🗌 Yes 🗌 No				
	If the answer is "no" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.					
	NB: failure to provide any of the above particulars may rende	er the bid invalid.				
	No bids will be considered from persons in the service of	of the state.				
Sign	ature(s):					
Nam	ne(s): Helena Petronella Lottering					
Сара	acity for the Tenderer: Executive Director					
Date	= 17 / 11 / 2021					

# F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

#### 1. INTRODUCTION AND BACKGROUND

Tenders are hereby invited from service providers for the provision of media buying of digital and broadcasting services for the period ending 30 June 2024.

#### 2. PURPOSE OF THE TENDER

The service provider must secure media space on various digital, (including on-line and social media) and broadcast (radio and television) media platforms, to ensure professional communication.

The Cape Winelands District Municipality (CWDM) regularly requires media coverage for the purpose of promoting the goals and objectives of the CWDM. The broadcast and digital media platforms used are aimed at reaching the selected target audiences of the Municipality.

#### 3. SCOPE OF WORK

#### 3.1 Placement of Online and Digital Media

Provide the CWDM with quotations to reserve the placement of space for online and digital media campaigns on identified platforms and according to mutually agreed upon schedules:

- Social Media platforms, i.e. Facebook, Instagram, Twitter and other social media platforms that may be identified during the tender period.
- Digital Media i.e.: online (digital) magazines and applications (referred to as Apps) and other online platforms that may be identified during the tender period.

Securing of space for online and digital media campaigns must only be confirmed upon receipt of written approval from the Municipality

#### 3.2 Placement of Broadcast Media

Provide the CWDM with quotations for the placement of broadcast media campaigns on identified broadcasting platforms and according to mutually agreed upon schedules:

- Radio: Local (Community), Provincial and National broadcasters.
- Television: local and cable networks.

#### 4. DELIVERABLES

- 4.1 Supply of quotations within a mutually agreed upon timeframe of request in writing by CWDM for the placement of material.
- 4.2 Procurement of placements completed as specified by the CWDM in the correct media at the right date and time.
- 4.3 Submission of feedback reports on the statistics related to digital media campaigns, when requested.

### 5 DURATION OF TENDER

The tender will be valid for the period ending 30 June 2024

#### 6 EVALUATION CRITERIA

- 6.1 The bidder must submit evidence of their ability to provide placement of:
  - Paid Social Media Campaigns, i.e. Facebook, Instagram, Twitter
  - Digital Campaigns i.e.: online magazines and other online platforms
  - Radio Broadcasting
  - Television Broadcasting
- 6.2 Evidence may be in the form reference letters, and/or campaign reports (digital media analytics report) demonstrating procedure(s) to be followed to secure space and/or portfolio of evidence, and/or company profile and/or curriculum vitae.
- 6.3 Evidence must be compiled and saved onto a flash drive which is to be included with the tender submission or submitted in hard copy together with the tender submission. Alternatively, evidence must be submitted within a reasonable timeframe as to be determined by the Cape Winelands District Municipality.

### G. FORM OF OFFER

The Cape Winelands District Municipality, identified in the acceptance signature block, has solicited offers to enter a Contract in respect of the following works:

#### T 2021/046 APPOINTMENT OF A SERVICE PROVIDER FOR MEDIA BUYING SERVICES FOR DIGITAL AND BROADCASTING MEDIA FOR THE PERIOD ENDING 30 JUNE 2024

The bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the Conditions of Tender and offers to perform all of the obligations and liabilities 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.

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder 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.

#### 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

This offer may be accepted by the Cape Winelands District Municipality 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 Tender, whereupon the bidder becomes the party named as the Service Provider in the Conditions of Contract.

Signature(s):	TO STATES AND A ST
Name(s):	Helena Petronella Lottering
Capacity for the Tenderer	Executive Director
Name of organization	Ayanda Mbanga Communications (Pty) Ltd
	itness: BEVERLEY VAN DER ROSS - BOROB Date: 1.7/11/2021

#### **Pricing Schedule:**

Bidders are required to complete the prescribed pricing schedule for the purpose of price evaluation.

Cognisance should be taken that alternative pricing schedules submitted may result in incorrect values utilized for price evaluation purposes due to unintentional administrative oversight

Amounts stipulated in the pricing schedule in the value column below are for evaluation purposes only and actual amounts will vary according to need.

For evaluation purposes the total cost will be calculated as follows:

Example:

ltem	Description of Service	Cost of Medium including VAT over three year period	Percentage commission	Commission (Rands)	Cancellation % irrespective under what conditions it will be applied [Please indicate zero (0) if no cancellation fee is applicable]	Total Cost
1	Digital and broadcasting space (i.e. Facebook or broadcasting mediums)	R 3000 000	14%	R 420 000	R 900 000 (5% of the cost of medium including VAT X 2 incidents per year)	R 4 320 000

Cape Winelands District Municipality TENDER Opened at 11h00 on ...... Witness:

medium including VAT	Percentage cost of the commission	conditions it will be applied [Please indicate zero (0) if no cancellation fee is applicable]
R 800 000.00	6.5  % R52 000.00	0 %
	proadcasting mediums) R 800 000.00	eriod before placement in respect of which a cancellation fee will be payable, if app

Description of Service	Cost of medium including VAT	Percentage cost of the commission	Cancellation fee (Please indicate if there is no cancellation fee)	Rebate or discount offered
Cost of commission for the placement.	R 1 000 000.00	6.5 % R65 000.00	No Charge if cancelled before relevant deadline	10 %
	Cost of commission for the placement.	Cost of commission for the placement. R 1 000 000.00	Description of service         including VAT         the commission           Cost of commission for the placement.         R 1 000 000.00         6.5 % R65 000.00	Description of Service         including VAT         the commission         (Please indicate in there is no cancellation fee)           Cost of commission for the placement.         R 1 000 000.00         6.5         %         No Charge if cancelled

tem	Description of Service	Cost of medium including VAT	Percentage cost of the commission	Cancellation fee (Please indicate if there is no cancellation fee)	Rebate or discount offered
1	Cost of commission for the placement.	R 1 200 000.00	% 6.5 R78 000.00	No Charge if cancelled before relevant deadline	10 %

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

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T 2021/046: DIGITAL MEDIA	and a second
	Cape Winelands District Municipality
	TENDER
	Opened at 11h00 on
	(19)NOV-2821
	Witness:
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## H. ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderers 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 tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer 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 tenderer 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 tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (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)					
T 2021/046: APPOINTMENT OF A SERVICE PROVIDER FO	OR MEDIA BUYING SERVICES				
FOR DIGITAL AND BROADCASTING MEDIA FOR THE PERIOD ENDING 30 JUNE 202					
Mr. H. Prins Municipal Manager	25 02 2022 Date				
Atticuculo Me. E Niemand Witness	25/02/2022 Date				

## I. QUESTIONNAIRE

\*

	Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employe
Mban	qa	Ayanda	7402200512086	Number
Kganakga		Ngoako Joseph	5012155550080	NI/A
Mbanga		Buyile Xolile Yamani	7603255750089	N/A
Reyno		Graham Chalenor	6506055060081	
otteri	BROAD-BASED BLAC	Helena Petronella	5507010019080 T (Act 53 of 2003)	
W! Om Voorkeurpunte te eis <u>moet</u> n gesertifiseerde afskrif van u Gebalanseerde Breë Basis Swart Ekonomiese Bemagtigings-telkaart oorgelê word <u>tesame</u> met die <b>MBD</b> 6.1 Eisvorm vir punte.		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.	QAPHELAI Ukuba ufuna ukwenza ibang lamanqaku akhethekileyo, <u>kufuneka</u> ukub isicelo sakho sekopi eqinisekisiweyo y Balanced Broad-Based Black Economi Empowerment Score Card <u>ihambe</u> kuny nefomu eyi <u>MBD 6.1 Claim Form</u> .	
V	The Departm South African Nationa	r more information please visit: / Inkcuka nent of Trade and Industry: <u>http://be</u> I Accreditation System: <u>http://www.s</u> gulatory Board of Auditors: <u>http://ir</u>	e.thedti.gov.za/	
	Ayanda Mba	anga		
Besi	•••••	n:- / Business or person's name:-		
	unfair discrimination based or Ipersenti yesabelo sabantu yobandlululo <b>ngokobuhlang</b> a	kwishishini elalisakuthinteleka ekuxhamler a.	ni amalungelo athile ngenx	a 100 7
2.	<ul> <li>Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op geslag.</li> <li>Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on gender.</li> <li>Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo ngokwesini.</li> </ul>			of 100%
3.	van onregverdige diskriminasie gebaseerd op <b>gestremdheid</b> .			of 100 %
4.	Percentage of shareholding o	van persone geklassifiseer as <b>jeug.</b> (18 – 3 f persons in the business classified as <b>you</b> elo kwinkonzo zoshishino ababizwa ng	th. (18 - 35 Years old)	5 0 %
5.	Is u besigheid geleë binne die	jurisdiksie van die Distriksmunisipaliteit?	In / Uit	In/Ngaphakathi
	-	within the area of jurisdiction of the District I kwingingqi elawulwa nguMasipala wesi		Uit/Out/Ngapha ndle
6.	Maak u gebruik van plaaslike Do you make use of local labo	arbeid (werkskepping)? Ja / Nee		Ja/Yes/Ewe

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# J. DECLARATION OF INTEREST – (MBD 4 B)

(On behalf of the company and its directors/ members/ trustees/ principle shareholders<sup>2</sup>)

- 1. No bid/database registration will be accepted from persons in the service of the state<sup>1</sup>.
- 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/shareholders<sup>2</sup> 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 <sup>2</sup> ):	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/ trustees/ 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 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:										
Surnar	me:	N/A	Persal No:							
Full Names:										
Organ	of State:		Position:							

3.9									rustee/ pri or the past		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:							Relation:					
Surnar	me:		N	J/A	- <b>1</b>				Persal No:			
Full Names:												
Organ	of State:								Position:			

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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?								in the	Y <del>as</del>	No		
3.10.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.												
SAID	Number:									Relation:			
Surname: N/				I/A						Persal No:			
Full Names:													
Organ o	of State:									Position:			

3.11	any direct	Are you aware of any relationship (family, friend, other) between you o any director/ member/ trustee/ principle shareholder and any persons in the service of the state who may be involved with the evaluation and/o adjudication of this or any other prospective bid?									persons in	Y <del>es</del>	No		
3.11.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.														
SAID	lumber:											Relation:			
Surnam	Surname:					Persal No:									
Full Names: N/A															
Organ o	Organ of State:					Position:									

3.12	Is any sp trustees/ state?	Is any spouse, child or parent of the <b>company's</b> directors/ members/ trustees/ principle shareholders or stakeholders in the service of the Yes No state?											
3.12.1	2.1 If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.												
SAIDN	Number:			Π	Τ						Relation:		
Surnam	ne:										Persal No:		
Full Names: N/A													
Organ o	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.	¥es	No
3.13.1	If yes, furnish particulars. Not in any related companies		

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?	Y <del>es</del>	No
2.44.4	If yes, furnish particulars.		
3.14.1	N/A		

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

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

3.17	Does the supplier or any director/ member/ trustee/ principle shareholder owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Y <del>es</del>	No
3.17.1	If yes, furnish particulars. N/A The municipality may not do business with individuals/businesses, includi owners/partners/members/directors, whose municipal rates and taxes and/or service charge than three (3) months unless arrangements have been made with the municipality to settle s Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof submitted <i>every three</i> months – provide individual information in the schedule under par. 4.	es are in arre uch arrears. R	ars for more lefer to SCM

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?	Y <del>es</del>	No
3.18.1	If yes, furnish particulars.		

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4	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 <u>shareholder</u> is defined as a person who <u>owns</u> shares in the company and is actively involved in the management of the company or business, and exercises control over the company.							
	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) Municipal clearance or most recent service account must be attached as evidence		
1								
2	N/A							
3								
4								
5								
6								
7								
8		21 24	10 - 5 1 					
9		- C X						
10								

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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

1 20 2/ ...... 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:

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	а	provincial
legis	latur	e.					

<sup>2</sup> "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** 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: M333911/SL 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)

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# K. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED (MBD 5)

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

1.	Are you by law required to prepare annual financial statements for auditing?	<del>∀e</del> s / No
1.1	If yes, submit audited annual financial statements for the past three years or since establishment if established during the past three years. N/A	
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	<del>Ye</del> s / No
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municip towards any municipality for more than three months or other service provider in respe payment is overdue for more than 30 days.	
2.2	If yes, provide particulars.	
3	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material noncompliance or dispute concerning the execution of such contract?	Y <del>es</del> / No
3.1	If yes, furnish particulars	
4	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Y <del>es</del> / No

The second secon

	If yes, furnish particulars
4.1	N/A

## CERTIFICATION

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature Date

**Executive Director** ..... Position Name of Bidder

# L. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
  - b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete* whichever is not applicable for this tender).
- 1.2 Points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.3 The maximum points for this bid are allocated as follows:

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

- 1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 2. DEFINITIONS

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

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Empowerment Act:

- "functionality" means the ability of a tenderer to provide goods or services in accordance with (f) specifications as set out in the tender documents.
- "price" includes all applicable taxes less all unconditional discounts; (a)
- (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;
- "QSE" means a qualifying small business enterprise in terms of a code of good practice on (i) black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act:
- (i) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

#### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 4. POINTS AWARDED FOR PRICE

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

A maximum of 80 or 90 points is allocated for price on the following basis: 80/20 90/10

or

$$Ps = 90 \left( 1 - \frac{Pt - P\min}{P\min} \right)$$

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

Ps = Points scored for price of bid under consideration

Pt Price of bid under consideration =

Pmin Price of lowest acceptable bid =

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

#### POINTS AWARDED FOR PRICE 4.3

A maximum of 80 or 90 points is allocated for price on the following basis: 80/20 90/10 or

$$Ps = 80\left(1 + \frac{Pt - P\max}{P\max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\max}{P\max}\right)$$

Where

Ps Points scored for price of bid under consideration =

Price of bid under consideration Pt =

Price of highest acceptable bid Pmax =

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

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

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

#### 6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
- 7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1
- 7.1 B-BBEE Status Level of Contributor: 1. = ...20......(maximum of 10 or 20 points) (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 8. SUB-CONTRACTING

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

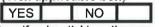
(Tick applicable box)

YES NO

8.1.1 If yes, indicate:

i)	What percentage of the contract will be subcontracted	.%
ii)	What percentage of the contract will be subcontracted	

- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE (*Tick applicable box*)



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

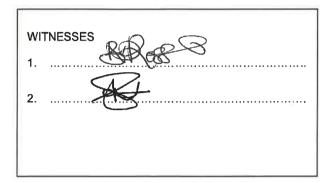
Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	•	
Black people who are youth		
Black people who are women		
Black people with disabilities	NI//	
Black people living in rural or underdeveloped areas or townships	11/7	1
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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9.		DECLARATION WITH REGARD TO COMPANY/FIRM			
9.1	Name of company/firm: Ayanda Mbanga Communications (Pty) Ltd				
9.2	VAT registration number: 4050179417				
9.3	Com	pany registration number: 1980/009032/07			
9.4	TYP	E OF COMPANY/ FIRM			
		Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company (Pty) Limited KAPPLICABLE BOX]			
9.5	DES	CRIBE PRINCIPAL BUSINESS ACTIVITIES			
	.Me	rertising development, including writing, proof reading, translations and typesetting dia research, booking and buying: print, digital and out of home			
9.6	COM	IPANY CLASSIFICATION			
	□ ▼ [Tick	Manufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc. <i>APPLICABLE BOX</i> ]			
9.7	MUN	City of Cape Town			
		icipality where business is situated:			
	-	stered Account Number: 213471260			
	Stan	d Number: erf 144504			
9.8	Tota	number of years the company/firm has been in business: 22 years			
9.9	that and	the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / cknowledge 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;			

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- (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.



A	$\frac{1}{1}$
SIGNATURE(S	6) OF BIDDERS(S)
DATE:	<u> </u>
ADDRESS	Unit 102, Mason's Press, 7 Ravenscraig rd. Woodstock
	.7925

## 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)

- 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 FOTTERENG	
Capacity	Executive Director	
Signature		
Company name	Ayanda Mbanga Communications (Pty) Ltd	
Date	17.11.2021	
Witness 1	Date 17.11.2021	
Witness 2	Date 18-11-11	•••
Company name Date Witness 1	BR 588 Date 17.11.2021	•••

T 2021/046: DIGITAL MEDIA

## **PART 2 - RENDERING OF SERVICES**

- 1. I, **H Prins** in my capacity as **Municipal Manager** accept your bid under reference number **T** 2021/046 dated 19/11/2021 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.

Tender/ Quotation number:	T 2021/046: APPOINTMENT OF A SERVICE PROVIDER FOR MEDIA BUYING SERVICES FOR DIGITAL AND BROADCASTING MEDIA FOR THE PERIOD ENDING 30 JUNE 2024
Awarded to:	Ayanda Mbanga Communications (Pty) Ltd
Delivery Period	Period ending 30 June 2024
B-BBEE Status level of contribution	1
Minimum threshold for Local Production and Content	Not applicable

4. I confirm that I am duly authorized to sign this contract, signed at Stellenbosh.

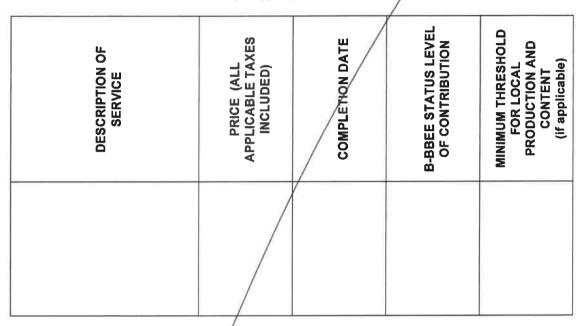
Name	H Prins	
Signature	NC	25/02/2022
Witness 1	Alliceucurd	25/02/2022
Witness 2	Alth	25/02/2032

Retro	Description of Bervice	Fietdous Cost of modern including VAT	Flottloue Cost of Percentage cost of the commission DPA			Concellation & manuactive under what conditions it will be applied (Please and some (b) if no concellation the is applicable)			
4	Digital and broadcasting space (I Facebook or broadcasting mediume)	.e. R 800 000 00	6.5 652 000.00		G 96				
	Indicate the period before precement in Evaluation will be based on X 2 incides	respect of which a sancelle ta per your	tion fee will be payable.	# applic	able " In line with a Refer Doeding	pecilic Media owner rete a Pguideline Included.			
YEAD	2.1 July 2022 - 30 June 2023			-					
	Description of Service	oraption of Service Cest of mediation Percentings cost of including VAT the conversion (Pinetee relication fee		and indicate of them	Robala or dessuest offered				
T	Cost of commission for the placement.	R 1 000 000.00	6.5 % P55 000.00			70 %			
-	Indicate the period before placement in Evaluation will be based on X 2 inciden	respect of which a cancellat to per year	ion file will be payable, i	Fapplic	able * In line with so Refer Deed ine	scific Macle owner and ce guideline included.			
EAR	3 1 July 2023 - 30 June 2024								
-	Description of Service	Cost of medium including VAT	Percentage cost of the contratation	(Plaw	ancellation fee se indicate of theme cancellation fee)	Portuste or discount offered			
1)	Cast of commission for the piscement.	R 1 200 900.00	% #,5 H(76 000.00	No Charge if cancelled before relevant descare		10 95			
	Indicate the period before placement in Evaluation will be based on X 2 incident	respect of which a canceTall	on the will be never in	applies	able . * In time with see	olfo Media ormor rata car			

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

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

- 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.



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

Signed at	 	on
Name (Print)	 	
Signature	 	
Witness 1	 Date	·····
Witness 2	 Date	
Official Stamp		





# N. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – MBD 8

- 1. This Municipal Bidding Document must form part of all bids invited.
- It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 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 Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No12 of 2004)
- 4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

ltem	Question	Yes	No
	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		
4.1	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.		
	If so, furnish particulars:		
4.1.1	N/A		
	Is the bidder or any of its directors listed on the Register for Tender		
	Defaulters in terms of section 29 of the Prevention and Combating of Corrupt		
	Activities Act (No 12 of 2004)?		
4.2			
	The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom		
	of the home page.		
	If so, furnish particulars:		
	N/A		
4.2.1		22	
	<u>u</u>		
	Was the bidder or any of its directors convicted by a court of law (including a		$\mathbf{v}$
4.3	court of law outside the Republic of South Africa) for fraud or corruption during the past five years?		
	If so, furnish particulars:		
4.3.1	N/A		

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4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	×
4.2.1	If so, furnish particulars: 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?	×
	If so, furnish particulars:	

CERTIFICATION Helena Petronella

I, THE UNDERSIGNED (FULL NAME) .....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

17/11/2021 Date

Executive Director

Ayanda Mbanga Communications (Pty) Ltd

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# O. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:
  - <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
  - <sup>2</sup> 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:

T2021/046: PROVISION OF BUYING SERVICES FOR DIGITAL AND BROADCASTING MEDIA FOR THE PERIOD ENDING 30 JUNE 2024

(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 Mban	ga Communicatior	าร (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;

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- 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 consortium<sup>3</sup> 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

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Ayanda Mbanga Communications (Pty) Ltd

<sup>3</sup> 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.

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# P. 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-Kgatle, Eisleben Village, Botlokwa 0818	N/A Rural area	Botlokwa - Rural
Buyile Xolile Yamani Mbanga	7 Thanda Thula, 36 Glenluce dr Douglasdale Ext 152,2196	JHB 7900989457	Joburg
Graham Chalenor Reynolds	Camcairn, 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

### 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

17/1/2021 Date

Executive Director
Position

Ayanda Mbanga Communications (Pty) Ltd Name of Bidder

# Q. AUTHORITY FOR SIGNATORY

\*

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

Name of members / directors	Signature	Date
Resolution letter included		

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

A

# **R.** CREDIT ORDER INSTRUCTION

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

### DETAILS OF FIRM/INSTITUTION

Name	A	V	a	n	đ	a		М	b	a	n	þ	a			
	¢	þ	m	m	u	n	i	С	a	E	i	þ	n	Ş		
	0	P	t	V	)		L	t	d							

#### DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:

NAME OF BANK	a b s a l l l l l
NAME OF BRANCH	Sandton
BRANCH CODE	632005
ACCOUNT NUMBER	4 0 4 8 8 5 5 8 1 7
TYPE OF ACCOUNT	1 = Cheque 2 = Savings

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

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

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

LOTTER ENG INITIALS AND SURNAME:

AUTHORISED SIGNATURE: D

17/11/2021

082.922.3400 TELEPHONE NUMBER:

**OFFICIAL DATE STAMP** 

FOR BANK USE ONLY

I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct:

## Bank account confirmation letter included

AUTHORISED SIGNATURE

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



#### **COMPULSORY DOCUMENTATION / CHECKLIST** S.

#### PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT: (Failure to submit this documentation shall lead to disgualification)

Form G - Form of offer	Yes	$\checkmark$	No
Is the form duly completed and signed?	163		INO
Form J – Declaration of Interest (MBD4)			Contract of the
Is the personal declaration from each and every owner / member /	Yes		No
director duly completed, certified and signed?	1973 N	<b>v</b>	
Form K – Certificate of Independent Bid Determination (MBD 9)	Yes	$\checkmark$	No
Is the form duly completed and signed?	Tes	V	NO
Form L – Preference Points Claim – (MBD 6.1)	Yes	$\checkmark$	No
Is the form duly completed and signed?	Tes	V	NO
Form M – Municipal Rates and services			NTER.
Is a certified copy of the bidder's and those of its director's	Yes	1	No
municipal accounts (for the Municipality where the bidder pays his	Tes	$\checkmark$	NO
account) for the month preceding the tender closure date attached?			A CARLEN
Form N – Authority for Signatory			Marine 1
Is the form duly completed and is a certified copy of the resolution	Yes	$\checkmark$	No
attached?	1 Stand		1 Barrows
Form O – Declaration of Past Supply Chain Practices (MBD 8)	Yes	$\checkmark$	No
Is the form duly completed and signed?	1.69	V	INC
Tax Clearance Certificate	Yes	1	No
Is an original certificate attached? PEN CONFELMATEON	105	V	110
Additional documents applicable to this specific	tender	•	
Company profile			N-Wint
Is a company profile indicating relevant project experience and a list	Yes	$\checkmark$	No
of clients for whom these projects were undertaken attached?		v	Barren -

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

B-BBEE Certificate	Vac	,	No	
Is a certified copy of the B-BBEE or Original certificate attached?	IES	$\checkmark$	NO	

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

Signature: ....

Date: 17/11/2021

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# T. CAPABILITY OF BIDDER

This schedule is to determine the capability of the bidder to execute the contract. Failure to complete this section shall lead to disqualification

Company Name	Rhodes University
Description of project	Social media and Google advertising
Contact person name	Ilva Pieterse
Contact person telephone number	046 6038791 / 060 840 7107
Value of project	R149 643.75

Company Name	University of the Free State
Description of project	Digital articles published on news portans and social media
Contact person name	Martie Nortje
Contact person telephone number	051401 7147
Value of project	R724 874.24

Company Name	CPUT
Description of project	Student registration and 10 year anniversary
Contact person name	All team members already left the service of CPUT
Contact person telephone number	Ms. Nastassja Wessels, currently working at Univ. o Stellenbosch, agreed to make herself available for
Value of project	possible service confirmation at 021 221 3057 R2.1 mil per annum.

Company Name	Cape Winelands District Municipality
Description of project	Community radio station campaigns
Contact person name	
Contact person telephone number	
Value of project	

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CAPE WINELANDS DISTRICT MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

# TENDER NUMBER: T 2021/046 PROVISION OF BUYING SERVICES FOR DIGITAL AND BROADCASTING MEDIA FOR THE PERIOD ENDING 30 JUNE 2024

# Cape Winelands District Municipality 29 Du Toit Street Stellenbosch

# <u>CLOSING DATE</u> 11:00 on Friday, 19 November 2021



www.thecandocompany.co.za

JOHANNESBURG

CAPE TOWN

DURBAN

MTHATHA

Ayanda Mbanga Communications (Pty) Ltd Directors: NJ Kganakga, HP Lottering, BXY Mbanga, GC Reynolds

Reg No: 1980/009032/07 VAT Reg No: 4050179417 112 Cindywood 140 Rivonia Road Sandown 2199 tel: 010 001 8132 Unit 102, Mason's Press 7 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: 040 329 9426



## TENDER: T2021/046 PROVISION OF BUYING SERVICES FOR DIGITAL AND BROADCASTING MEDIA FOR THE PERIOD ENDING 30 JUNE 2024.

Ayanda Mbanga Communications (Pty) Ltd (AMCOMMS) wishes to thank CAPE WINELANDS DISTRICT MUNICIPALITY for the opportunity to make this submission.

#### In support of our submission, please find enclosed the following:

- Tender document completed and signed
- Statutory documentation:
  - o Resolution
  - o BBBEE affidavit
  - o SARS Pin
  - o Bank account confirmation
- Director / Shareholder / Domicile information
  - o Copies of ID's
  - Copies of Municipal accounts
- Accreditation & Registrations:
  - Accreditation to Communication and Advertising Association
  - Central Supplier Database
- Reaching your target group:
- Supplier confirmation of network access:
  - The abundant media group
  - o Media24
  - o Media Manager
- Deadline guideline
- Proven track record:
  - o Client references
- Case studies and contactable references
- Company profile including project methodology
  - Team dedicated to this tender.

#### www.ayandambanga.co.za

**JOHANNESBURG** 

CAPE TOWN

DURBAN

MTHATHA

Ayanda Mbanga Communications (Pty) Ltd Directors: NJ Kganakga, HP Lottering, BXY Mbanga, GC Reynolds 112 Cindywood 140 Rivonia Road Sandown 2199 tel: 010 001 8132 Unit 102, Mason's Press 7 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: 040 329 9426



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

HELD AT: Unit 102, Mason's Press, 7 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 Directo

# www.thecandocompany.co.za

#### JOHANNESBURG

**CAPE TOWN** 

DURBAN

**MTHATHA** 

Ayanda Mbanga Communications (Pty) Ltd Directors: NJ Kganakga, HP Lottering, BXY Mbanga, GC Reynolds Reg No: 1980/009032/07 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: 060 329 9426

## SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – MARKETING, ADVERTISING AND COMMUNICATION RESEARCH INDUSTRY

I, the undersigned,

\_ `

Full name & Surname	Helena Petronella Lottering	
Identity number	5507010019080	

Hereby declare under oath as follows:

- 1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
- 2. 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):	N/A		
Registration Number:	1980/009032/07		
VAT Number (If applicable):	4050179417		
Enterprise Physical Address:	Unit 102, Mason's Press, 7 Ravenscraig rd. Woodstock, 7925		
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	(Pty) Ltd		
Nature of Business:	Advertising development, media research and buying: print, digital and out of home		
Definition of "Black People"	<ul> <li>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 – <ul> <li>(a) who are citizens of the Republic of South Africa by birth or descent; or</li> <li>(b) who became citizens of the Republic of South Africa by naturalisation- <ul> <li>i. before 27 April 1994; or</li> <li>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</li> </ul> </li> </ul></li></ul>		
Definition of "Black Designated Groups"	<ul> <li>"Black Designated Groups means:</li> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(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;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul>		

Ð

- 3. I hereby declare under Oath that:
- The Enterprise is \_\_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is <u>100</u>% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is <u>100</u>% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_0 %
  - Black Disabled % = \_\_\_\_\_100\_%
  - Black Unemployed % = \_\_\_\_\_0\_%
  - Black People living in Rural areas % = \_\_\_\_\_0 %
  - Black Military Veterans % = \_\_\_\_0\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of <u>30 Dec. 2020</u>, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	$\checkmark$
At least 51% Black	Level Two (125% B-BBEE procurement	
Owned	recognition level)	
Less than 51% Black	Level Four (100% B-BBEE procurement recognition	
Owned	level)	

- 4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
- 5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

COMMISSID GRAHA	ER OF REYN	OATHS (RSA) IOLDS CA (SA) 6 Bonair Road
Commissione	ofOaths	Rondebosch
Signature & sta		Cape Town



#### TAX COMPLIANCE STATUS

#### PIN Issued

AYANDA MBANGA COMMUNICATIONS LTD 102 UNIT MASON S PRESS 7 RAVENSCRAIG ROAD WOODSTOCK 7925

#### Enquiries should be addressed to SARS:

Contact I	Detail
SARS	
Alberton	
1528	

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

Details		un terretter
Taxpayer Reference Number:	9137161841	Always quote this reference number when contacting SARS
Issue Date:	2021/08/22	

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	0004112145TS2208211644497
PIN	D7C348292P
PIN Expiry Date	22/08/2022

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: 08/26/2021

# Confirmation of Banking Details (Non-individual)

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

Account name AYANDA MBANGA COMMUNICATIONS (PTY) LTD														
Registration/Trust number	198000903207													
Absa account number	4	0	4	8	8	5	5	8	1	7				
Account type	Curi	rent	t											
Branch code	6	3	2	0	0	5								

• 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

Ayanda Mbanga communications

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Head Office Domicile/Landlord	ndlord								
Dale Glen Properties	Landlord	Unit 102, Mason's Press, 7 Ravenscraig rd. Woodstock, 7925	City of Cape Town Acc 213471260, Erf 144504						
<b>Owner/ 100% Shareholder</b>	er	<b>Residential address</b>	Municipality	20 Share	SAID Number	Personal Tax	Citizen	Gender	Race
Ayanda Mbanga	CEO	112 Cindywood, 140 Rivonia rd, Sandown, 2199	719121 Landsec Property Management services	100%	100% 7402200512086	1275070843	RSA	Female	m
Director	<b>Director Type</b>	Director Residential address	Municipality	<u>%</u> Share	SA ID Number	Personal Tax	<u>Citizen</u>	Gender	Race
Ngoako Joseph Kganakga	Chairman	135A Ga-Kgatla, Eisleben Village, Botlokwa 0818	Botlokwa - Rural		5012155550080	1647774841	RSA	Male	m
Buyile Xolile Yamani Mbanga	Director	7 Thanda Thula, 36 Glenluce drive, Douglasdale Ext 152, 2196	JHB 7900989457	0	7603255750089	3726092145	RSA	Male	æ
Graham Chalenor Reynolds	Director	Camcairn, 6 Bonair rd, Rondebosch, 7700	City of Cape Town 121685486	0	6506055060081	2617720038	RSA	Male	>
Helena Petronella Lottering	Executive Director	1 Reservoir str. Moorreesburg, 7310	Swartland municipality 3-30-00321-003-9	0	5507010019080	1828176642	RSA	Female	3
		www.ayandambanga.co.za	ZA JOHANNESBURG		CAPE TOWN	DURBAN	ITM	MTHATHA	
		Ayanda Mbanga Communications (Pty) Ltd Directors: NJ Kgandiga, HP Lottering, BXY Mbanga, GC Reynolds Reg No: 1980/09932/07 VAT Reg No: 4050179417	112 Cindywood 140 Rivonia Road Sandown 219 tel: 010 001 8132		Unit 102, Mason's Press 7 Ravenscraig Road Woodstock 7925 tai: 021 000 1750	151 Musgrave Road FNB House, 2nd Floor Durban 4001 tel: 031 202 2916	Me Me	93 Nelson Mandela Drive Mthatha 5100 tel: 040 329 9426	

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 no note a latered in any manner. GRA-IM-REYNOLDS Commissioner of Oaths Designation: Chartered Commissioner of Oaths Date: 6 Bonair Road, Rondebosch, Cape Town



2nd floor, 71 Bree Street, Cape Town 8001 PC Box 887. Cape Town 8000 Tel: +27 21 424 1210 Fax: +27 21 423 4684 ww.dalegien.co.za

2

-4

> 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 (M	Mason's Press (MAS1)							
Unit No									
Tax Invoice No	11187/202111/1	Recipient VAT No	4050179417						
For the Month	November 2021	Recipient Reg No	1980/009032/07						

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

Date	Allocation	Remarks	Exclu	isive 1	ax	Inclusive
		Balance B/f				14,528.69
30/09/2021	Lease Admin Fee	Receipt: Automatic Allocation (OMM 1)				-1,150.00
30/09/2021	Deposit Charge	Receipt: Automatic Allocation (OMM 1)				-13,378.69
01/11/2021	Electricity - Commercial	198 units. Date: 15/10/2021. (Last Reading on 15/09/2021) Ref: MAS Unit 102 (Common Area)	36	0.91 54.	14	415.0
01/11/2021	Electricity - Commercial	Date: 15/10/2021. (Last Reading on 15/09/2021) Ref: MAS Unit 102 (Service Fee)	3	3.57 5.	04	38.61
01/11/2021	Meter Reading Fee - Com	Date: 15/10/2021. (Last Reading on 15/09/2021) Ref: MAS Unit 102 (Electricity)	2	4.61 3.	59	28.30
01/11/2021	Water - Commercial	2686 units. Date: 15/10/2021. (Last Reading on 15/09/2021) Ref: MAS Unit 102 (Ayanda Mbanga)		5.25 11.·	14	87.69
01/11/2021	Water - Commercial	Date: 15/10/2021. (Last Reading on 15/09/2021) Ref: MAS Unit 102 (Service Fee)	4	9.39 7.4	¥1	56.80
01/11/2021	Meter Reading Fee - Com	Date: 15/10/2021. (Last Reading on 15/09/2021) Ref: MAS Unit 102 (Water)		2.24 0.3	34	2.58
01/11/2021	Sewerage - Commercial	2551 units. Date: 15/10/2021. (Last Reading on 15/09/2021) Ref: MAS Unit 102 (Ayanda Mbanga)		5.09 9.1	76	74.85
01/11/2021	Rent Commercial	Unit 102	8,90	0.00 1,335.0	00	10,235.00
01/11/2021	Rent Parking -Commercial	2x PBays	1,40	0.00 210.0	00	1,610.00
01/11/2021	Operating Costs	Unit 102	1,46	1.00 219.	15	1,680.15
		Arrears/Pr	epaid(-)			0.00
Bank account Dalegien Pro	t details: perty Group (Pty) Ltd	Current Month C	harges 12,37	3.06 1,855.9	97	14,229.03
Standard Bar Branch no: 02	nk	4		Amount Du	. R	14,229.03

Branch no: 020909 Account no: 070 610 517

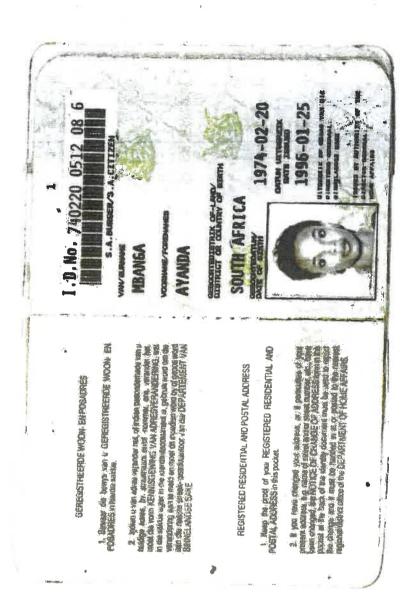
Please ensure account number below is used as Payment

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

PLEASE RETURN THIS PORTION WITH PROOF OF YOUR PAYMENT TO:

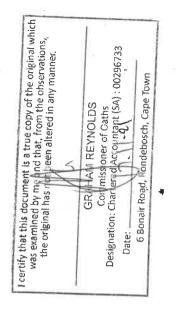
Dalegien	Property Group (Pty) Ltd						
2nd Floor							
71 Bree S	itreet						
Cape Tow 8001	Cape Town 8001						
	Carol Alexander						
Queries	accounts@daleglen.co.za						
	Tel: 0214241210 Fax:0214234694						

	wa.	that this document is a true copy of the orig s examined by mean of that wirmond the correct the original has not been altered in any man	tion		
		GRAH IN REYNOLDS Commissioner of Oaths isignation: Chartered Vincountant (SA) : 00296 Date:			
Account No 6 Bonair Road, Rondebosch, Cape Town					
Statement Period 202111					
Tenant / Debtor Ayanda Mbanga Communications (Pty) Ltd					
Property     Mason's Press (MAS1)       Unit No     102					



...

\* 5





Unit: U6112, CINDYWOOD R MAR CHILDREN TRUST

Saatchi And Saatchi

CINDYWOOD 140 RIVONIA ROAD SANDTON 2199

.\*

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**Tax Invoice & Statement** 

Owner	RENZED INVESTMENTS PTY LTD							
Owner VAT No		Owner Reg No						
Property	CINDYWOOD R MAI	R CHILDREN TRU	IST (43)					
Unit No	U6112							
Tax Invoice No	7191216/202110/1	Recipient VAT No						
For the Month	October 2021	Recipient Reg No						
Monthly Charges G	enerated on 22 Septemb	er 2021						
Queries								

Tel: 011 481 3400 Fax: 011 086 503 1327

				Printed: 22/09/2021	13:07:44	Page: 1
Date	Allocation	Remarks		Exclusive	VAT	Inclusive
01/09/2021 01/10/2021 01/10/2021 01/10/2021	Receipt ELECTRICITY RENTAL GARAGE/PARKING STORE / SRM	Balance B/f 1670,158302-159972,16/07/21	1-19/08/21	4,184.28 18,082.38 660.00 1,026.08	0.00 0.00 0.00	23,675.31 -23,676.00 4,184.28 18,082.38 660.00 1,026.08
FNB LAND SECU	RITIES MANAGEMENT (PT)		BANK STAMP	23 952.74	0.00	23 952.05
BRANCH CC ACCOUNT N			BANK STAMP	AMOUN		
1	FINB First Notional Bank		Tellers Stamp and Initials	Cheques etc. for collection acting in good faith, the lit	litions printed below: on to be available as cash w Bank cannot accept respons ful title to cheques, etc. colle	ibility for ensuring
Reference	d Deposit			Date		
Account Name	LAND SECURITIE	ES MANAGEMENT (PI		certify that tilis document is was examineීම් by me and	a true copy of the hat, from the	he original which observations,

Branch where account is hel		the original has not been altered in any manner.
	1305	Come GRAHAM RE NOLDS
	451297623 91216 (Saatchi And Saatchi)	Mogesignation: Chartered Accustant (SA): 00296733 sub-Total Date:
	Cheques/Tjeks Drawer	Benefit Ist 8 Nos.
Paid in by (Signature)		
Name	Tei No	Totai R

# GEREGISTREERDE WOON- EN FOSADRES

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

2. Indian u van adras verander het, of indian besonderhede van u hudige adres, bv. straatnaam en of -nommer, ens. verander het, moel die vorm KENNISGEWING VAN ADRESVERANDERING, wat in die sakke agter in die dentlijetisdskument is gebruik word om die verandering aan te meid en moet dit ingeden word by of gepos wurd aan die naaste streek-ridstrikkantoor 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 it carnoulars of nour ment address, e.g. name of screet and or street number, e.g. have an changed, the NOTICE OF CMANLE OF ADDRESS form in the ket at the back of the identity document must be used to report othange and it must be handed in at or posted to the maatest gonal distinct office of the DEPARTMENT OF HOME APPAIRS

I.D.No. 501215 5550 08 0 VAN/SURNAME KGANAKGA VOORNAME/FORENAMES NGOAKO JOSEPH GEBOORTEDISTRIK OF-LAND/ DISTRICT OR COUNTRY OF BIRTH SOUTH AFRICA GEBOORTEDATUM 1950-12-15 DATUM UITGEREIK DATE ISSUED 1997-01-22

1

UITGEREIN OP GESAG VAN DIE DIREKTER GENERAAL BINNELANDSE SARE ISSUED ET AUTHORITI OF THE DIRECTOR GENERAL HOME AFFAIRS

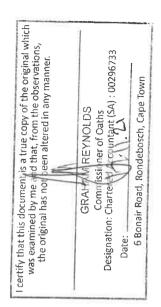
	I certify that this document is a true copy of the original which was examined by me and that, from the observations, the original has not been altered in any manner.
	GRAHAM REYNOLDS
1	Commissioner of Oaths
1	Designation: Chartered Augustent (6A) : 00296733
	Date:
1	6 Bonair Road, Rondebosch, Cape Town

KGORO YA GA-KGAILA TO WHOM IT MAY CONCERN THIS IS TO CER JOSEPH 1.D. NO 550080 .... IS A CITIZEN OF EISLEBEN (GA-KGATLA) VILLLAGE UNDER CHIEF MASEDI RAMOKGOPA. WE THEREFORE HUMBLY REQUEST THAT HIS/HER REQUEST MAY BE ATTENDED. aura Ceally (NDUNA) SIGNED nce 9 INDUNA CELL NUMBER) CRETARY) P/S: RESIDENTIAL ADDR POSTAL ADDRESS 0818 X1 RAMOKGOPA TRADITIONAL COUNCIL KGORO YA GA-KGATLA 1 1 JAN 2021 BOTLOKWA, EISLEBEN BOX 138, SOEKMEKAAR, 0810



\_**#** 

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- +
Joburg

### a world class African city

# Computer generated

e

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

You can contact us in the following ways

0	Phone:
	Tel: 0860 56 28 74
	Fax: (011) 358-3408/9
	Fax. (011) 330-3400/9

Correspondence: P O BOX 5000 JOHANNESBURG 2000

**PIN CODE: 299965** 

5,333.38

- 7,590.00

- 2,256.62

2,616.17

206.34

E-mail: joburgconnect@joburg.org.za

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

Date	2021/09/03
Statement for	September 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 Numbe	r: 130004015118			Next Reading Date: 2021/09/20		
Client VAT Nur	nber:			Deposit: R 600.00		

# Account Number: 553693614

Previous Account Balance Less: Incoming Payment (Last Payment Made 2021/08/24) Sub Total Current Charges (Excl. VAT) VAT @ 15%

565.89	Total Due						
2021/09/20	Due Date	TOTAL AMOUNT OUTSTANDING 565.89	INSTALMENT PLAN 0.00	CURRENT 565.89	30 DAYS 0.00	60 DAYS 0.00	90 DAYS + 0.00
LOZ INGOILO	Due Date	563.69	0.00	565.89	0.00	0.00	0.00

City of Joburg extends its Debt Rehab programme from 26 August until 30 December 2021. Application forms online www.joburg.org.za or email debtrehab@joburg.org.za T's and c's apply.

		I certify that this document is a true copy of the original w was examined by me and that, from the observations, the original has not been altered in any manner.
		GRAHAN REYNOLDS Commissioner of Oaths Designation: Chartered Accountant (SA) : 00296733 Date: 6 Bonair Road, Rondebosch, Cape Town
Prudor	Remittance Advice:	Date: 2021/09/03 MAKIWANE BXY & NC
a world class African city	This stub must accompany payment,	Acc. No.: 553693614 2493 DOUGLASDALE EXT.152 TS
EligPay	EasyPay 91115 5536936148	Standard Bank City of Johannesburg Banking details:
( Que	Postal Office 0146 553693614	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 553693814
		Total Due 565.89
2 LOURSON OLINEASAIN COISE HUITU ATACUT CAN		Due Date 2021/09/20

### GEREGISTREERDE WOON- EN POSADRES

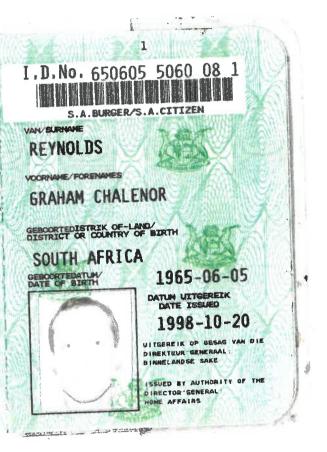
1. Bewaar die bewys van u GEREGISTREERDE WOON- EN POSADRES In hierdie sakkie.

2. Indien u van adres varander het, of indien besonderhiede van u huidige adres, bv. straatnaam ervof nommer, ens. varander het, moet die vorm KENNISGEWING VAN ADRESVERANDEBING, wat in die sakkie agter in die identifeitsdokument is gebruik word om die verandering aan te meld en moet dit ingedien word by of gepos word aan die naaste streek-idistrikkantoor 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.

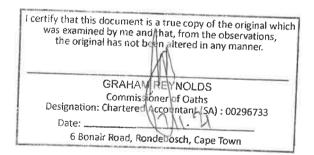
2. If you have changed your address, or, it particulars of your present address, e.g. name of street and/or street number, etc. have been changed, the NOTICE OF CHANGE OF ADDRESS form in the pocket at the back of the identity document must be used to report the change and it must be handed in at or possed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



was examined by m	ent is a true copy of the original which e and that, from the observations, not been altered in any manner.
HAX	HAM REYNOLDS
(Contra	missioner of Oaths
Designation: Charl	ered Accountant (SA) : 00296733
Date:	12.10.21
6 Bonair Ros	, Rondebosch, Cape Town

	Civic Centre		Page 1 of 2
CITY OF CAPE TOWN	12 Hertzog Boulevard 8001		abox (170000 (07000)
ISIXEKO SASEKAPA	PO Box 655 Cape Town 8000	Tax invoice nur	
	VAT registration number	Customer VAI registration nur	$\subseteq$
	4500193497	Account nur	
		Distribution of	
		Business partner nur	
MR GC REYNOLDS AND MRS JA BRE	EWITT	Computer generated copy tax inv	oice
6 BONAIR ROAD		Tel: 086 010 3089 - Fo	ax: 086 201 1017
RONDEBOSCH		Tel: International calls	
CAPE TOWN		E-mail : accounts@co	apełown.gov.za
7700		Correspondence: Director :	
		Cape Town	
		Web address:www.c	apetown.gov.za
Account summary as at 06/09/2021		States of the state of the	Due date 01/10/2021
At WEX 1, BUILDING 1, Unit 736, 77 ALBEI	RT ROAD, WOODSTOCK / Erf 178	326	A ALL AND AND A ALL AND A
Previous account balance			2574.73
Less payments (11/08/2021)	Thank you		1268.78-
Arrears (a)	Payable im	mediately	1305.95
Latest account - see overleaf			1353.36
Current amount due (b)	Payable by	01/10/2021	1353.36
	( ajabic by	Total (a) + (b)	2659.31
Total (a) + (b) above		2659.31	2007.01
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Total liability		2037.31	www.capetown.gov.za/thinkwater
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Swartland Munisipaliteit Privaatsak X52 Maimesbury 7299

MOORREESBURG

7310



LOTTERING HP & LOMBARD CF RESERVOIRSTRAAT 1

# SWARTLAND

		REKENINGNOMMER 3-30-00321-003-9
WAARDASIE 933500	ERF PLOT AH 3000321000	DEPOSITO LAASTE KWITANSIE REKENINGDATUM 250.00 31/10/21 31/10/21
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### ONS BTW Reg Nr: 4610193411

BELASTING FAKTUUR MAANDELIKSE REKENING 330003210039-10-21

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18 January 2021

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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

Secretariat: CEO M. Okaba Chairperson W. Naidoo Vice Chairpersons G. Leck T. Skwambane Directors J. Barty A. Brand J. Cinman A. Deeb K. Denalane S. Dexter J. Dixon L. Gallarelli S. James L. Johnston L. Masilela A. Mbanga N. Mehlomakulu P. Middleton C. Murison S. Napier M. Ngobese M. Plassard A. Singh K. Songo S. Thobakgale M. Zwambila.

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





# **Supplier Details**

Supplier application reference nr	Supplier number	Unique registration reference nr	Legal name	Trading name	Trading Identification Identification name type number	Identification number	Edit	Edit View	Registration Report
N/A	MAAA0101954 A2EDBC9B- CEB3-4818- 805E- D3B051BAA	A2EDBC9B- CEB3-4818- 805E- D3B051BAAF37	AYANDA MBANGA COMMUNICATIONS		South African Company/Close Corporation Registration Number	1980/009032/07	ថ		4

+ Add supplier

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ABOUT SSL CERTIFICATES

(http://www.symantec.com/ss)certificates)



# AYANDA MBANGA COMMUNICATIONS (PTY) LTD WAS FOUNDED 23 YEARS AGO, AS A SPECIALIST RECRUITMENT ADVERTISING AGENCY.

# TODAY WE ARE.....

VAT Reg No: 4050179417

3

- 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, strategy and technology.
- An agile, local and independent player.

# **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. The included SUPPLIER TESTIMONIALS
  speak for itself.
- 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.
- Our recently concluded exclusive partnership with LinkedIn Talent Solutions in Dublin, Ireland is
  something we are particularly excited about. Not only does this stand us in good stead as a business, but
  it also augments our long-standing relationships with all other media owners and digital partners in South
  Africa. In addition, this enables us to not only offer bespoke advertising opportunities for our clients but
  also provides our clients with value-added corporate LinkedIn subscriptions, that see our clients
  improving the cost and speed with which they source and hire the best candidates.

# AMCOMMS WILL GLADLY PROVIDE MORE IN-DEPTH INFORMATION ON SPECIFIC BRANDS WHEN REQUIRED.

www.thecandocompany.co.za	JOHANNESBURG	CAPE TOWN	DURBAN	MTHATHA
Ayanda Mbanga Communications (Pty) Ltd Directors: NJ Kganakga, HP Lottering, BXY Mbanga, GC Reynolds	112 Cindywood 140 Rivonia Road Sandown 2199	Unit 10, The Stockyard 3 Ravenscraig Road Woodstock 7925	151 Musgrave Road FNB House, 2nd Floor Durban 4001	93 Nelson Mandela Drive Mthatha 5100 <b>tel:</b> 060 329 9426
Reg No: 1980/009032/07	tel: 010 001 8132	tel: 021 000 1750	tel: 031 202 2916	tel: 060 329 9420



JHB. 56 Amelia Lane Lanseria Corporate Estate Lanseria, Gauteng CPT. Block F, 1<sup>st</sup> Floor, Kara Place Olive Grove Industrial Estate Ou Paardevlei Road Somerset West, Western Cape Tel. JHB. 010 595 9683 Tel. CPT. 021 975 3330 www.themediaconnection.co.za

1 April 2021

To whom it may concern

This letter serves to confirm that Ayanda Mbanga Communications is a long standing and valued client of Abundant Media with a relationship spanning over 8 years.

Abundant Media have always had a very good financial agreement and working relationship with AMcomms, including campaign development, quotations, booking and running process of various campaigns.

Abundant Media is a multi-layered, innovative one-stop solution to access more than 9 million people in South Africa through over 200 community radio stations.

Our basket of services available to advertisers through AMcomms includes:

**The Media Connection** – The largest community radio marketing, advertising and administration specialists in South Africa.

**The Brand Connection** – Connecting radio campaigns with activations as well as a state-of-the-art fleet of mobile studios can facilitate satellite broadcast access to well over 100 stations simultaneously. We build and equip studios as well as Outside Broadcast vehicles.

**The Insights Hub** – Creating brand relevant content & programming that resonates with communities and delivers "hidden gem" insights through listener interaction & engagement.

We at Abundant Media are looking forward too many more business opportunities and successful Community Radio campaigns with Ayanda Mbanga.

Kind regards

Judy Milne Abundant Media Managing Director Office 010 595 9683



Co. Reg 1999/06843/07 - Vat Reg: 4300182054 Directors: J Milne / S.R Milne / T. Mohlamme



22 October 2021

Company: Ayanda Mbanga Communications

To whom it may concern

This letter serves as confirmation that Ayanda Mbanga Communications has been a service provider to Media24 (Pty) Ltd for many years.

They are a long-standing client with Media24 and together we have managed to grow revenue streams by educating and informing clients on product offerings for the markets that Media 24 represent.

Their account is in good standing with us and I confirm that they hold a credit facility of R 5 million with Media 24.

Ayanda Mbanga Communication is a reliable and punctual client. They have a solid foundation and passion for contract development.

We confidently recommend Ayanda Mbanga Communications as a solid and reliable supplier and as an expert in their field of business.

I hope the above is in order.

Kind Regards

Pierrette Spadoni Government, Recruitment and Tenders Portfolio Manager



A Division of Media24 Proprietary Limited Reg. Nr 1950/038385/07 JHB Tel +27 (11) 713 9000 | CPT Tel +27 (21) 406 2449

Direkteure / Directors RCC.Jafa (Voorsitter / Chair), MI Davidson (Ultvoerende hoof / Chief executive officer), GM Landman, SS de Swardt: D Meyer, JC Held, JP Bekker, TD Petersen, A Mayman Sekretaris / Secretary: IJ Klink





ARENA HOLDINGS PTY LTD • REG. NO: 2012/074397/07 HILL ON EMPIRE, 16 EMPIRE ROAD, PARKTOWN, JOHANNESBURG, 2193

22<sup>nd</sup> October 2021

Ayanada Mbanga Communication (Pty) Ltd Account Number: AY000 P O Box 650831 Benmore 2010

Att: Heleen Lottering

Re: Recommendation from Arena Holdings (Pty) Ltd

This letter serves to confirm that Ayanada Mbanga Communication (Pty) Ltd has credit facilities with Arena Holdings (Pty) Ltd since 28<sup>th</sup> February 2005, during this period the company have met the payment obligations and deemed to have a good ethical business acumen, with the highest trade in Mach 2021 for the value of 2,486,308.01 including VAT. Therefore, we recommend them as a trading partner.

This letter is provided on behalf of Ayanada Mbanga Communication (Pty) Ltd and without liability to Arena Holdings (Pty) Ltd,

Arena Holdings is one of Africa's largest English-language new publishers in print (titles include Sunday Times, Business Day, Financial Mail, <u>Sowetan</u>, the Herald, and Daily Dispatch)

In addition the online (titles include TimesLive, **SowetanLive**, BusinessLive, HeraldLive and DispatchLive, amongst other).

The company broadcasts on DStv (via Business Day, Ignition and the Home Channel and own a number of B2B and B2C magazines as well as an events division, amongst others.

I trust you will find the above in order and please do not hesitate to contact me should you have any queries.

Kind Regards

uska lalla

Usha Lalla Credit and Legal Manager - Head Office Arena Holdings (Pty) Ltd

011-280-3824 lallau@arena.africa

DIRECTORS: TD MAHLOELE, WG WHEATLEY, AGC GILL





...1

Head Office | Independent Newspapers (Pty) Ltd | Newspaper House 122 St George's Mall Cape Town 8001 PO Box 56 Cape Town 8000 | Tel: (021) 488 4911 | Telefax: (021) 488 4018 Website: www.independentmedia.co.za Reg. No. 1989/004672/07

25.10.2021

### To Whom It May Concern:

This serves to confirm that Ayanda Manga Communication is an advertising agency and has had an account with Independent Newspapers (Pty) Ltd since April 2005. They are trading with us on a 45 days credit term, with a credit limit of R1mil. The account is in good standing order.

Kind regards Desagran Moodly

SSC Credit Manager Tel (021) 344 0553 Gauteng: 25 Owl street 8<sup>th</sup> floor Auckland Park Johannesburg 2092 PO Box 91667, Auckland Park, 2006 Tel: +27 11 250 7300 Fax: +27 11 250 7502 Cape Town: 063 026 7450

# MAIL & GUARDIAN ONLINE (PTY) LTD Mail Guardian

Reg No.: 1997/012206/07 VAT No.: 4350172575

÷

25 October 2021

To whom it may concern

This letter serves to confirm that Ayanda Mbanga Communications have been a longstanding client of the Mail & Guardian, spanning a period of approximately 22 Years. The agency has always conducted itself in a professional and ethical manner in all aspects, including the management of its account with us.

Their account is in good standing with us and I confirm that they hold a credit facility of R 2 million with Mail & Guardian

Ayanda Mbanga Communications in an accredited agency and therefore earns commission from Mail & Guardian for all advertising place in our title.

Should you require any additional information, please do not hesitate to contact me on 083 458 8155 or Ilizma on 063 026 7450

Kind regards

April 1

Vanessa Diedrich Head of Department Recruitment, tender/notices 083 458 8155



Media24-sentrum, Heerengracht 40, Kaapstad 8001 // Media24 Centre, 40 Heerengracht, Cape Town 8001 Posbus 2271, Kaapstad 8000 Suid-Afrika // PO Box 2271, Cape Town 8000 South Africa

T +27 21 406 2121 www.media24.com

19 July 2021

Heleen Lottering Ayanda Mbanga Communications

Dear Heleen

We hereby confirm that Ayanda Mbanga Communications is a long-standing valued client of the The SpaceStation.

Ayanda Mbanga Communications run campaigns ads across the 24.com network of sites, namely Fin24 and News24.

We are proud to say that Ayanda Mbanga Communications has a good financial record with us as they are one of our trusted agencies.

We look forward to a successful 2021.

Your sincerely

Gavin Ruiters Regional Sales Director

021 406 4357



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: <u>desk@mediamanager.co.za</u> 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:

1. Ayanda Mbanga subscribes to our service Media Manager Online.

2. 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:

1. We research South African mediums and list them in an online service.

2. Mediums can be sorted by name, platform, interest

3. Mediums have content info, targets, ABC/Effective Measures and other performance metrics, current and historical rate cards, production info, advertising and editorial contacts

4. Inflation Watch module features rate, performance, CPM trends, rate increase analyses,

5. Data can be placed into customized lists, exported into various formats and files

6. Used by 20 out of 20 of the top media placing firms and 10 out of 10 of the top PR consultants

7. 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 Head Office CTP-Caxton House 368 Jan Smuts Ave - Craighall - 2196 PO Box 1610 - Parklands - 2121 - South Africa T: +27 10 492 8391 DBN: T: +27 31 716 4412 CT: T: +27 21 530 8600



insights that ignite™

25 October 2021

To whom it may concern

This is to confirm that Ayanda Mbanga Communications (Pty) Ltd is a longstanding client of Spark Media (a wholly owned division of Caxton Printers and Publishers) and has had an account with us since 2001.

Their account is in good standing with us and I can confirm that they hold a credit facility of R3 million in total with Spark Media. Their payment term with us is 30 days and they have always managed their payments timeously.

We can confidently recommend Ayanda Mbanga Communications as an advertising agency and reliable supplier in their field of business.

Kind regards

TRACY SCHLOESSER Business Unit Head

scarkmadra (o 23

-1152 Act Henri - 7 +21 effetterry

### A DIVISION OF CTP LTD

DIVISIONAL MANAGERS: D Albertus O Westphal - C Blake - R Bishop

CTP LTD - DIRECTORS: , TD Moolman (CEO) - TJW Holden (MD) J Edwards C Molusi - AN Nemukula - N Sooka

Co. Reg No. 1971/004223/06

Deadline guideline Digital, Radio and TV 2021



Below list of frequently used media, o	Below list of frequently used media, does not cover ALL available media, pls do not hesitate to contact us to source any additional mediums.	do not hesitate to contact us to source	a any additional mediums.	
<u>Digital</u>	Activation day	Brief Deadline (i.e. first request to reach Agency)	<u>Media Booking Deadline</u>	NO CHARGE Media booking cancellation deadline
2-4 days lead time on approved content. This is depending on the platform/portal	If published on a news portal/website; breaking news will take priority over paid sponsorship.	2 weeks prior to the publication date.	1 week prior to the publication date.	5 days prior to publication date
Radio	Activation day	Brief Deadline (i.e first request to reach Agency)	Media Booking Deadline	NO CHARGE Media booking cancellation
				Allingan
30 or 60 second live reads or generic,	SABC CHANNELS	30 days prior to flighting	25 days prior to flighting	20 davs prior to flighting
pre-recorded advertising.	Community announcer read	30 days prior to flighting	25 days prior to flighting	12 days prior to flighting
<u>JT</u>	SABC 1,2.3 and E-TV	Ready material 2 weeks prior	27 - 30 days prior	25 days prior to broadcast date.
Creative Design	Platform dependent	On date of brief	5 business days prior to booking	N/A
All activations cancelled prior to media booking cancellation deadl All media bookings cancelled after media cancellation deadline wi All production work already executed will be charged at full rate quoted.	All activations cancelled prior to media booking cancellation deadline will carry no <i>media cancellation</i> fee. All media bookings cancelled after media cancellation deadline will be charged at <i>media owner rate card</i> 1 All production work already executed will be charged at full rate quoted.	rredia cancellation fee. nedia owner rate card fee.		
	www.aya	www.ayandambanga.co.za JOHAN	JOHANNESBURG CAPE TOWN	DURBAN MTHATHA

Mandela Drive Mthatha 5100 tel: 040 329 9426

151 Musgrave Road FNB House, 2nd Floor Durban 4001 tel: 031 202 2916

Unit 102, Mason's Press 7 Ravenscraig Road Woodstock 7925 teal: 021 000 1750

112 Cindywood 140 Rivonia Road Sandown 2199 tal: 010 001 8132

Ayanda Mbanga Communications (Pty) Ltd Directors: NJ Kganalga, HP Lottering, BXY Mbanga, GC Reynolds

Reg No: 1980/009032/07 VAT Reg No: 4050179417

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# Ayanda Mbanga communications

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COMPANY	SERVICE RENDERD	CONTACT	POSITION	TEL. NO.	EMAIL	DURATION OF WORK	BILLING pa
City of Cape Town Metro	Recruitment advertising development and media buying: Print and Digital	Micheile Kleynhans	Head Staffing	084 788 1234	michelle.kleynhans@capetwon.gov.za	Tender 1 April 2020 - March 2023	Approx. R5.5 mil
Mandela University	EVP strategy and implementation. All recruitment advertising and media buying for print and digital.	Nandipa Sishuba	Snr. Director Human Resources	041 504 3555	nandipha.sishuba@mandela.ac.za	Tender Sept 2017-Aug 2020	R3.55 mil
Overstrand Municipality	Design, typeset and media planning and buying: print and digital.	Lucinda Bucchianeri Snr Manag	Snr Manager Human Resources	028 313 8000	Ibucchianeri@overstrand.gov.za	Since 2012, SLA 3 year terms.	R 450 000,00
Parliament SA	Media research; print, digital and out of home, including radio. All advertising design and media buying: print and digital	Nomxolisi Okojie	Supply Chain management	021 403 8374	nokojie@parliament.gv.za	3 year tender since Sept 2018	R7.2 mil.pa
SA Medical Research Council	Media research; print, digital and out of home, including radio. All advertising design and media buying: print and digital	Mesuli Scwebu	Manager Supply Chain	021 938 0688	mesuli.scwebu@mrc.ac.za	Consecutive tenders	R1.7 mil pa
Shoprite Group of companies	Design, typeset and media planning and buying: print and digital.	Zerelda Mitchell	Recruitment Practitioner	021 980 4603	Zzhabrahams@shoprite.co.za	On going since 2000	R 900 000,00
Stellenbosch University	Edit and translate all recruitment ads. Typesetting, media research and buying: print and digital	Johan Loubser	Head Human Resources and Planning 021 808 4847	021 808 4847	jtl@sun.ac.za	On going since 2000	R4.7 mil. pa
Swartland Municipality	Development and publication of recruitment and tender advertising	Sunet de Jongh	Snr. Manager Human Resources	082 877 4789	dejonghs@swartland.org.za	New Tender 1 July 2019 - June 2022	R 900 000,00
Western Cape Gov. Dept. of Health	Edit and translate all recruitment ads. Typesetting, media research and buying: print and digital	Sanet Adams	Deputy Director: Talent Sourcing	021 483 6290	sanet.adams@westerncape.gov.za	Various successful tenders since 2010. Current tender 1 April 2021- March 2024	R9.6 mil. pa
			www.ayandambanga.co.za		JOHANNESBURG CAPE TOWN	WN DURBAN	MTHATHA
			Ayanda Mibanga Communications (Pty) Ltd Directors: NJ Kganakga, HP Lottering, BXY Mibanga, GC Reynolds Reg No: 1980.009032/07 VAI Reg No: 49801/19417		112 Cindywood Unit 102, Mason's Press 148 Rovenia Read 7 Ravenscraig Road Sandown 2199 Woodsook 7925 tel: 010 001 8132 tel: 021 000 1750	Press 151 Musgrave Road Road FNB House, 2nd Floor 7925 burban 4001 1750 tel: 031 202 2916	93 Nelson Mandela Drive Mithetha 5100 <b>tel:</b> 040 329 9426



8 Novem ber 2021

### **MEDIA BUYING**

This letter serves to confirm that Ayanda M banga Com m unications has acted as ourm edia buyer to research, negotiate and secure airtim e for our clients on radio including the successful recording and placem ent of said ads.

W e were very happy with their service.

ESME BRINK

EchoVine Communications 7 Slanghoek,W elgevonden Estate,Durbanville Partners: CG Brink | E Brink Tel.0676462364



03 June 2021

TO WHOM IT MAY CONCERN

### **MEDIA BUYING**

This letter serves to confirm that Ayanda Mbanga Communications has been contracted by the Eastern Cape Liquor Board to run their community radio campaign during the Covid 19 pandemic to sensitize the public about responsible drinking and trading during this period to negotiate and secure airtime for our clients on radio including the successful recording and placement of said ads.

We were very happy with their service.

Best Regards

P Fani Senior Social Accountability Officer

20 202 1

Board Members: Ms B. Jojo CA (SA) (Acting Chairperson), Ms. N. Tys, Dr M. Mboto, CEO: Dr N. Makala (D. Admin)

10 Beacon Bay Crossing, Bonza Bay Road, Beacon Bay, East London, 5247, P.O. Box 15147, Beacon Bay, 5205, Tel: +27 (0)43 700 0900 www.eclb.co.za • Complaints Toll Free line: 0800 000 420 • WhatsApp line: 076 403 6223



# SUPPLY CHAIN MANAGEMENT DIVISION

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 wth 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





26 May 2021

# TO WHOM IT MAY CONCERN

**UNIVERSITEIT iYUNIVESITHI** STELLENBOSCH **UNIVERSITY** 

Stellenbosch University (SU) hereby confirms that Ayanda Mbanga Communications (Pty) Ltd (AMComms) has, for more than 15 years now, been our preferred supplier in integrated recruitment solutions, including recruitment advertising and services (printed as well as electronic media). For the past four years, AMComms has also provided services in aspects of response and database management, which include first level short-listing of various positions to ensure recruitment of employees with the correct profiles.

AMComms also provides SU with a LinkedIn Talent Solutions subscription package consisting of: Jobs Dashboard Manager, Recruiter Corporate, Job Slots, Career Pages, Job Wrapping directly from SU's online Careers Page, in order to enhance SU's staff complement and brand image towards world class operations, effectiveness and efficiency. The LinkedIn subscription package provided by AMComms, which also includes the Talent Insights (Corporate) Platform Access, has resulted in a partnership enabling SU to:

• Let our vacancies be visible to the correct candidates • Find the correct candidates faster • Share our company story and attract top talent • Have a presence on a talent intelligence platform that empowers SU to make smart workforce and hiring decisions.

Our relationship is characterised by a mutual sense of professionalism, respect and high standards of service delivery. Their ability to deliver high quality work within deadline dates is consistent and very much appreciated by the University. With turnaround times in general set at two - three working days, they ensure an effective, streamlined recruitment process at the University.

The innovative solutions of AMComms are a true reflection of their total understanding of requirements in modern times. AMComms contributes to our goal of maintaining excellence with a focus on the future. Their understanding and perception of SU's Vision and Strategy, which include core strategic themes such as purposeful partnerships and inclusive networks, as well as becoming South Africa's employer of choice within higher education, are of utmost importance to SU.

We hereby recommend Ayanda Mbanga Communications without reservation.

Sincerely,

JT Loubser – Head: Personnel Provisioning & Planning For the CHIEF DIRECTOR: HUMAN RESOURCES

**MENSLIKE HULPBRONNE** • HUMAN RESOURCES

Privaat Sak X1 7602 Matieland Suid-Afrika Tel (021) 808-4588 Faks (021) 808-2484 • Tel (021) 808-4588 Fax (021) 808-2484

- Private Bag X1 7602 Matieland South Africa
- E-pos vlmothobi@sun.ac.za E-mail vlmothobi@sun.ac.za



03 May 2021

To whom this may concern

### **REFERENCE LETTER: AYANDA MBANGA COMMUNICATIONS**

It is my pleasure to strongly recommend the services of Ayanda Mbanga Communications.

Transnet National Ports Authority (TNPA), Corporate Affairs, has had the opportunity of procuring the services of Ayanda Mbanga Communications for a number of years to date.

During our experience with them over the years, I have found them to be very professional, timeous and proactive in the provision of their services from the onset, in particular with finer details with the placement of advertisements etc. It is a pleasure doing business with them, taking into account that turnaround time and deadlines are of utmost importance in ensuring business continuity.

I am therefore confident in my recommendation of Ayanda Mbanga Communications.

Should you require any additional information, please do not hesitate to contact me.

Yours sincerely

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**Tessie Gower Communications Officer** 

Transnet SOC Ltd Registration Number 1990/000900/30

Ventura Road Port of Richards Bay Richards Bay 3900

P.O. Box 181 **Richards Bay** South Africa, 3900 T +27 35 905 3417 C +27 83 653 6406 F +27 35 905 3199

Directors: Dr PS Molefe (Chairperson) PPJ Derby\* (Group Chief Executive) UN Fikelepi ME Lellape DC Matshoga Dr FS Mufamadi AP Ramabulana GT Ramphaka LL von Zeuner NS Dlamini\* (Group Chief Financial Officer) \*Executive

www.transnet.net

Interim Group Company Secretary: Ms S Bopape TRANSNET HAS A 'ZERO GIFTS' POLICY. NO EMPLOYEE IS ALLOWED TO ACCEPT GIFTS, FAVOURS OR BENEFITS



## 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?	Yes⊠	NO	
	Nature of work		
	Medic	Advertising	
Was the work completed within the Contractual time frame?	Yes₫	NO	
	Co	omments	
	Very good		
Was the work completed within the Contract Price/Amount	Yes☑	NO	
Budget?	Comments		
	Very good		
Did the Bidder comply with specifications and requests as	Yes⊠	NO	
required?	Comments		
	Very good		
Where you satisfied with the Contractor's performance	Yes₪	NO	
/professionalism?	Comments		
	Ve	ry good	

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

Regards,

Digitally signed by Ferdi Gerber Date: 2021.05.17 07:38:07 +02'00' DEPUTY DIRECTOR: TALENT SOURCING DATE: 17 MAY 2021



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# Rhodes University: Social Media and Google Campaign

DATE: 3 NOVEMBER 2021

# CONTENTS

I. Facebook & Instagram Report

2. Twitter Report

3. Google AdWords

4. Summary

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# **1. FACEBOOK & INSTAGRAM RESULTS: STATIC ARTWORK**

Carousel Ad Facebook Campaign:

92 314 impressions > 3439 click to website

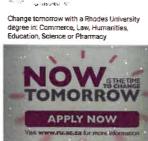
Change tomorrow with a Rhodes University degree in: Commerce, Law, Humanities, Education, Science or Pharmacy



**Instagram Static Ad** Campaign:

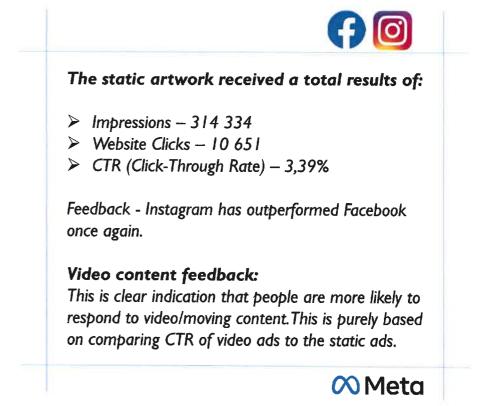
> 222 020 impressions 7212 clicks to website

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Rhodes University





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NB: Across all industries, the average CTR for a search ad is 1.91%, and 0.35%

for a display

# RHODES UNIVERSITY THE TIME IS NOW CAMPAIGN SEPTEMBER – OCTOBER 2021



# **2. TWITTER RESULTS**

# September Results:

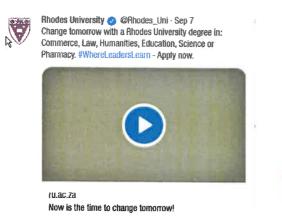
- Impressions: 27 885
- Clicks: 6190 (to website landing page)

# **October Results:**

> Impressions: 33 992

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> Clicks: 9990 (to website landing page)



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Change tomorrow with a Rhodes University degree in: Commerce, Law, Humanitles, Education, Science or Pharmacy. #WhereLeadersLearn - Apply now.



NB: Across all industries, the average CTR for a search ad is 1.91%, and 0.35%

for a display

# RHODES UNIVERSITY THE TIME IS NOW CAMPAIGN SEPTEMBER – OCTOBER 2021



# 3. GOOGLE ADWORDS CAMPAIGN -ARTWORK

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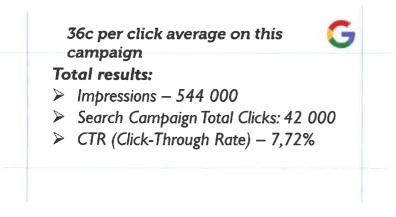
# 3. GOOGLE ADWORDS RESULTS – SEARCH CAMPAIGN

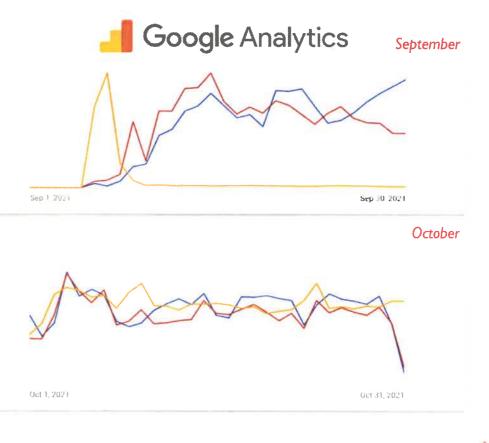
# **September**

- Impressions: 189 000
- > Clicks: 17 400 (to website landing page)

# <u>October</u>

- Impressions: 355 000
- Clicks: 24 600 (to website landing page)





NB: Across all industries, the average CTR for a search ad is 1.91%, and 0.35%

for a display

# 3. GOOGLE ADWORDS RESULTS – DISPLAY CAMPAIGN

# **September**

- Impressions: 239 000
- Clicks: 3720 (to website landing page)

# <u>October</u>

Impressions: 342 000

Impressions – 581 000

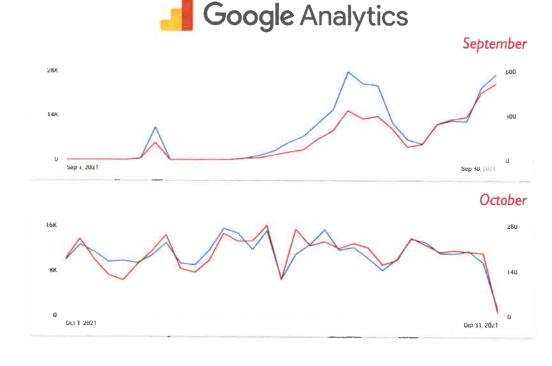
Search Campaign Total Clicks: 9690

CTR (Click-Through Rate) – 1,67%

**Total results:** 

> Clicks: 5970 (to website landing page)

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NB: Across all industries, the average CTR for a search ad is 1.91%, and 0.35% for a display

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# **3. SUMMARY:** Google Display: clicks

Facebook & Instagram: 22 741 clicks
Twitter: 16 180 clicks
Google Display: 96 90 clicks
Google Search: 42 000 clicks
Total clicks to website: 90 611 clicks



UNIVERSITY OF THE FREE STATE UNIVERSITEIT VAN DIE VRYSTAAT YUNIVESITHI YA FREISTATA

ARTICLE:

FS

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Mysterious Giraffe behaviour may hold clues to why they are threatened with extinction

> <u>TIME FRAME:</u> 28 June - 23 July 2021

Final Performance Report Submitted: 23 July 2021



# **ENCA: Finale Performance Report**



## **ENCA** – Article Stats



Violence in SA: Ramaphosa to

meet with political parties

WATCH: Heated standoff between police and looters

Violence in SA: Vaccination

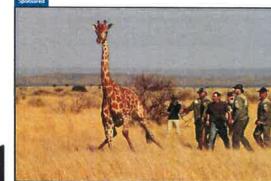
**MYSTERIOUS GIRAFFE** BEHAVIOUR may hold clues to why

they are threatened with extinction.

rohout suffers setback. Violence in SA: Is a third force at play?

5

Share your story Coronavirus/Vaccine SA Lockdown Corruption Scorecard Q, Coarch **UFS: Mysterious Giraffe** behaviour may hold clues to why they are threatened with extinction f 💟 🗆 🕂 Monday 28 June 2021 12:05pm

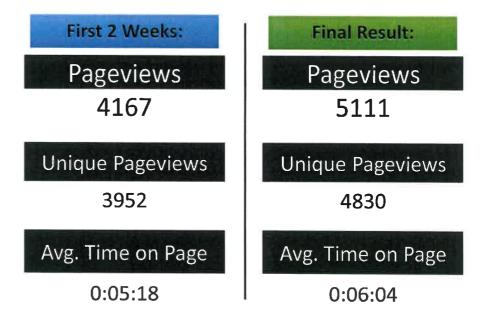


he research team helps a graffe to get up after collecting data. Picture: Supplied

o understand why giraftes have lost more than 80% of the population of some of their subspecies in Africa and are facing extinction in the wild, researchers at the University of the ree State (UFS) in South Africa (SA) are looking into their strange 'patchviork grazing' habit eating in one area but avoiding an identical area



### **Hosted Content Performance:**



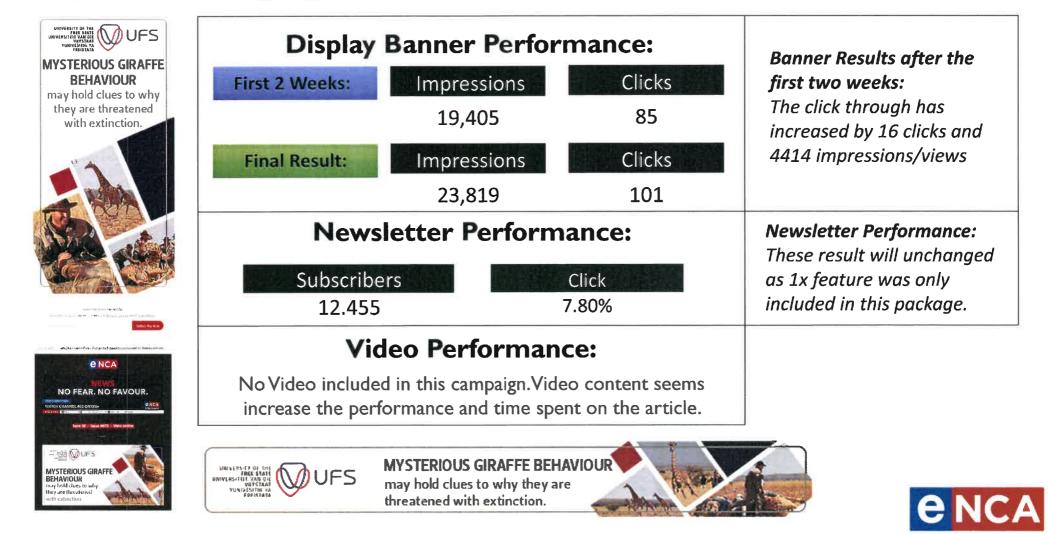
Within the final 2 weeks the article received the following results:

- Unique views: 880 unique browsers views This means that these are people that visited the article for the first time;
- > Pageviews: 944 additional views 64 people revisited the article;
- Time spent reading the article as increased by: 46 seconds



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## **ENCA – Display/Banner Stats**



## **ENCA – Social Stats**

## **Facebook Performance:**



# Twitter Performance:ReachEngagement21,808291Control of the departments of Chemistry, Zoology & Entomology, Genetics & Divisions of Virology, Biochemistry, Food Science & Microbiology hope their research helps create awareness of the plight of giraffes: bit.ly/35VnxxlPerformance/Post (PUFSweb)



UFS: Mysterious Gitatle behaviour may hold clues to why they are threatened with Charles researched in Society of the Society

CLICK TO POST

**NB:** This has not changed as a result of sponsored content only being promoted/paid for a 2-week period. The post thereafter is moved lower in the newsfeed as new articles/content/news is published daily. This applies to all social media channels in this report.



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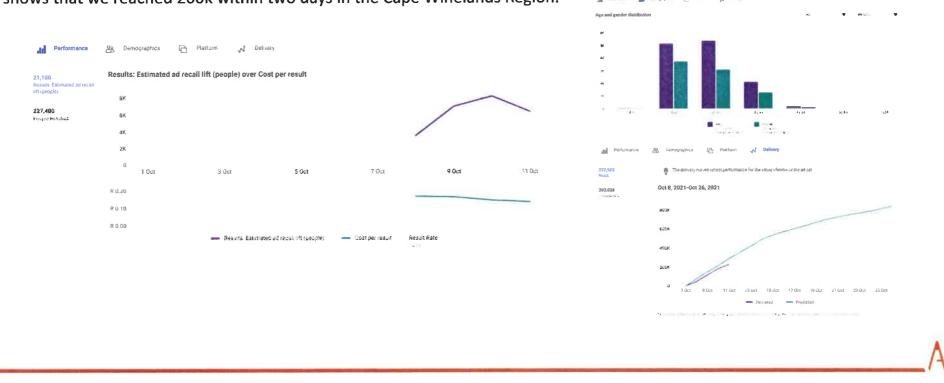
 $\Lambda\Lambda$ 

## Cape Winelands District Municipality Cyberbullying - October 2021

# **Cyberbullying Definition**



A total of 227,400 people was reached with our first insert. Using the brand awareness function, the primary objective was to drive the conversation on this social issue. We used this function to get our target audience on-board, the delivery chart shows that we reached 200k within two days in the Cape Winelands Region.



# Cyberbullying Forums



The next segment, Cyberbullying Forums, reached a total of 153,155 people. This was a continuation using the brand awareness function.

People started engaging with our post, this was the go-ahead switched to the traffic function, that focuses on engagement.



# **Cyberbullying Prevention**



At this stage, our new objective was driving the message that Cyberbullying, is not "okay". By switching the functionality, we reached a total of 141,616 and had 3,378 link clicks. Reactions started gaining momentum and the shares started picking up.



# Cyberbullying Common Law Offences



Common Law Offences had 86 shares, 115 likes and 8 comments.



# Cyberbullying Are you a Victim



Our last segment speaks to Prevention, yes, but focuses on what could be done if you are faced with Cyberbullying. We've managed to reach 274,506 people. This post was shared 21 times/4 comments



# **Campaign Overview**



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н **У** 

- 850,220 reached
- 4085 link clicks
- 752,164 impressions
- 119 Shares
- 280 Reactions
- 15 comments



## **RADIO CAMPAIGNS**

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# **RADIO CAMPAIGNS**

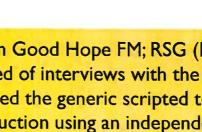
6-month generic campaign from November 2020 - May 2021. Magic FM assisted with the production of the advertisement as well.

2-month Tourism campaign: Conducted on Good Hope FM; RSG (Radio Sonder Grense) & Paarl FM. This consisted of interviews with the Mayor the on 3 radio station and the agency translated the generic scripted to Afrikaans and assisted with the advertisement production using an independent studio.

I-month IDP Campaign: Production and Broadcast of 60" clip (Public Service Announcement) Aired once daily on Breakfast show. This was aired on Valley FM; Paarl FM & RADIO KC

2-Month Vaccination Campaign: 45 generic adverts and production of 2x 30 second adverts to be flighted on Radio KC from of May - June 2021.















CAPE WINELANDS DISTRICT MUNICIPALERT + MUNISSPALETELT + INALSEPALA

## **DIGITAL CAMPAIGNS**

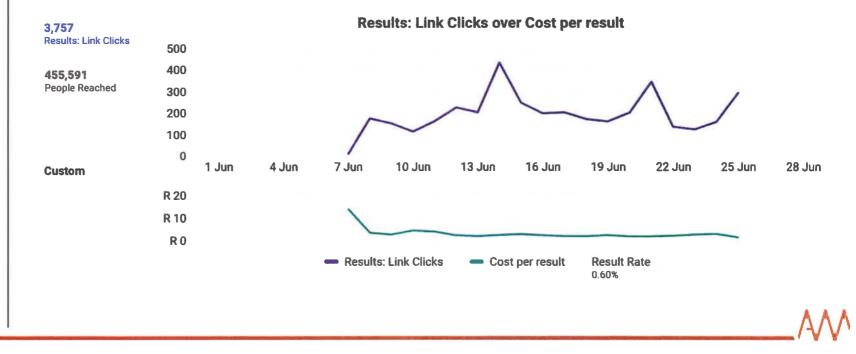
CAPE WINELANDS DISTRICT

CAPE WINELANDS DISTRICT MUNICIPATION + MUNICIPATION - UNIXIPATION



We ran a 2/3-week social media campaign on Facebook and Instagram for CWDM; resulting in the below performance sheet. 455 591 people reached and 3757 clicks to the client's website.

🔐 Performance 😤 Demographics 🕞 Platform ่ Delivery





## **DIGITAL CAMPAIGNS**

Two different visual approached/artwork used to convey the same message.









Cape Town 1 General 1 Granese Bri



1 1 4 4

## **CPUT turns 10** (How to re-invigorate the brand to employees and students) Digital content development (SEO, Social). On-campus media campaign. Press support.

- Post the campaign, the hit ratio on CPUT's website increased by 40%.
- > Social media visits increased by 57%.
- Course applications increased by 30%.





## CPUT STRATEGY & MEDIA MANAGEMENT

We manage CPUT's advertising:

- Print;
- Radio (Radio Ads & Outside Broadcasts),
- Social media Advertising;
- Digital advertising.

Have done so for the past 3 years.

AM





ape Peninsula Diorsity of Technology



With a budget of R700 000 we successfully advertised all their 77 courses on Facebook, producing the following results:



**Clicked:** 842 746 clicks to apply via CPUT's website;



The amount of people that saw the advert once (per user): 2 726 831 people;



Tot adv

Total amount of people seeing the advert more than once: 31 007 721 people;

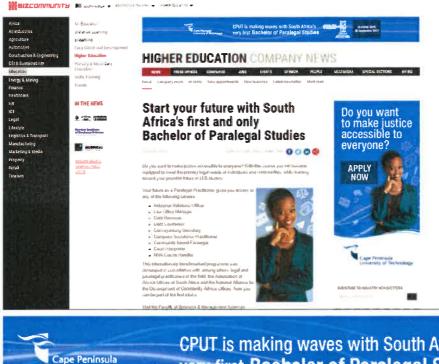




# Do you want to make justice accessible to everyone?



Cape Peninsula University of Technology



# **Social Advertising Digital Advertising**

CPUT is making waves with South Africa's very first Bachelor of Paralegal Studies University of Technology

**APPLY NOW** CLOSING DATE 30 September 2017

#### **Light Pole Poster**



www.cpus.ao.ca

ATHLONE BELLVILLE CAPETOWN GEORGE GRANGERBAY MOWBRAY WELLINGTON WORCESTER



8 1

Out of Home advertising and branding was both used for the "Open Day" campaign and brand awareness.

**Bus Shelters** 



#### Outside Broadcasting at the Open Day:

On site interaction with the CPUT and prospective students.

- 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 can get a feel for CPUT;
- Live on-air mentions of CPUT and students got to meet the DJ;





Social media mentions by the OB DJ







🛧 Q

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Q





# GradesMatch

## THE STUDENT APP

GradesMatch is a small start up. 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 and social media drives, we are currently at 10 000+ users.





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## We would love to hear from you...



**CPT Office:** +27 21 000 1750 / **DBN Office:** +27 31 202 2916 / **JHB Office:** +27 |0 00| 8|32 /



Ayanda's Cell: +27 79 276 2651/

Email: ads@amcomms.co.za /



## TENDER: T2021/046 PROVISION OF BUYING SERVICES FOR DIGITAL AND BROADCASTING MEDIA FOR THE PERIOD ENDING 30 JUNE 2024.

#### AYANDA MBANGA COMMUNICATIONS (PTY) LTD (AMComms) would like to thank Cape Winelands District Municipality for the opportunity to submit our company profile.

AMComms was founded 23 years ago as a specialist recruitment advertising agency and has consistently been a multiple award-winner in this area.

However, during the past years we started noticing a shift in client requirements. There were more and more requests for solutions that spanned across various media platforms, all driven by well thought-out branding strategy. *This led us to embark on a journey of our own evolution*, directed by a continuous interrogation of our offering, a quest to deeply understand and anticipate our client needs, thereby allowing us to be able to develop the right kind of solutions for our clients.

In a nutshell, it is developing business solutions, using strategy-led communications and partnering with LinkedIn Talent Solutions as their sole authorised Alliance partner for sales in South Africa.

TODAY WE ARE an independent and spirited CAN-DO agency that understands what it takes to run a business and build a brand.

- A 100% black female owned and managed company that rallies around the belief that *nothing is impossible*.
- Our annual media billing is more than R40 million.
- We bring together passionate, experienced and skilled individuals who understand the advertising business, media buying, brands and strategy.
- An agile, local and independent player.

www.thecandocompany.co.za	JOHANNESBURG	CAPE TOWN	DURBAN	MTHATHA
Ayanda Mbanga Communications (Pty) Ltd Directors: NJ Kganakga, HP Lottering, BXY Mbanga, GC Reynolds	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 <b>tel:</b> 031 202 2916	93 Nelson Mandela Drive Mthatha 5100 <b>tel:</b> 060 329 9426
Reg No: 1980/009032/07 VAT Reg No: 4050179417	(a): 010 001 0152	ter: 021 000 17 50	VOI: 0312022710	101.000 327 7420



#### WHAT WE DO

#### Above the Line, Below the Line, Through the Line – and the great Online.

- Above the Line (ATL) advertising (TV, radio, print) still carries prestige over posters, direct mail, competitions, etc., but Below the Line (BTL) has the advantage of more accurate targeting and measurability.
- While ATL is associated with big budgets and campaigns that drive awareness, BTL can leverage more personal engagement and optimise opportunities within their target market.
- It's celebrity versus functional; a big splash versus a close-up, personal message. There may be fewer creative awards in BTL, but there can be a sense of greater connection with target groups.

Technology has put all advertising on an equal footing, providing fresh opportunities to engage and connect across all forms of media.

Suddenly, there's a host of ways to get your message across and measure the response.

#### CAN-DO SETS US APART

- Can-Do is willingness, action and determination.
- Can-Do is on brand, on time and on budget.
- Can-Do is our reason to believe.

#### OUR APPROACH

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

AMComms can boast about our stable permanently employed workforce; in fact, our turnover is 0% due to resignations



#### OUR TEAM INCLUDES:

- Permanently employed media planners and buyers, with in-depth understanding and industry experience of the South African media landscape; researching and identifying the best possible solutions for our client's specific needs;
- Social media specialists managing LinkedIn, Facebook, Twitter and other digital platforms;
- Key Account managers ensuring all client needs are met;
- Permanently contracted language specialist writing, proofreading, editing and translating to and from English and Afrikaans. All language work in indigenous or other languages is outsourced to our business partner, Language Inc.
- Qualified and experienced team of designers and graphic artists, ensuring that all advertisements have the visual appearance it deserves.
- Accounting team applying best practice.

#### **OUR FOOTPRINT**

Johannesburg

Ayanda Mbanga: <u>ayanda.mbanga@amcomms.co.za</u>|079 276 2651



Our CEO, AYANDA MBANGA, is based in Johannesburg from where she attends to all our Gauteng clients' needs. From there she traffics all work to her fully equipped teams based in Cape Town and Durban, ensuring that a specific client's needs are entrusted to the team best suited to execute the request.



#### Durban

#### 151 Musgrave Road, FNB House, 2<sup>nd</sup> Floor, Durban 4001

Our Durban team has been based in FNB House for the past 15 years and has delivered commendable advertising services to a wide spectrum of clients throughout the KZN region, including: media advise and buying, typesetting, proofreading and timeous delivery of advert material to the media.

#### Cape Town

Unit 102, Mason's Press, 7 Ravenscraig Road, Woodstock 7925

Our Cape Town team work from offices in the trendy suburb of Woodstock. The combination of a creative environment, skills, experience and an intimate knowledge of the industry, enables us to always provide our clients with the best possible value for money.

#### Eastern Cape:

93 Nelson Mandela Drive, MTHATA

Ayanda Mbanga: <u>ayanda.mbanga@amcomms.co.za</u>|079 276 2651

Ayanda Mbanga oversee this region with the support of

Wanda Douglas: <u>wanda.douglas@amcomms.co.za</u>|060 329 9426

who is responsible for taking client briefs, and processing through our KZN production facility.



#### OUR INFRASTRUCTURE

AMComms utilises only the latest in dream technology.

- Our studios operate Mac computers and are equipped with the most recent versions of CS software. Our copywriters have access to the latest online editions of general and subject dictionaries as well as other writers' tools.
- Our traffic and accounting system operate on the widely recognised Chase system, allowing for fuss-free and accurate management of our clients' accounts and media reconciliations.
- We have a proven track record of more than 22 years with various media houses and specialist service providers, ensuring that we are best equipped to provide on trend industry information and stay abreast of industry changes.
- Our long-standing relationships with media houses enable us to book adverts on the shortest possible deadlines and negotiate prime spots at the most favourable rates.
- 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.
- Our recent verification and validation as a certified member of COREXALANCE is proof of our credibility and accountability as a business.
- Furthermore, we continuously benchmark our successes and push the boundaries to achieve consistent greatness in our work.

#### OUR TRACK RECORD

We believe our commercial transactions should be done on behalf of the client and according to the client's stated objectives, always acting in the best interest of the client.

Based on our experience, particularly in the face of an ever more complex media and audience landscape, we believe a few specific practices can help a business get the most productivity from its media budgets. AMcomms is situated perfectly within the media supply chain to do exactly that.

Our long-standing business relationship with media owners enable us to understand their processes and readership profiles offering our clients one point of entry for all their advertising development and activation needs.



#### WHO WE DO IT FOR, TO NAME A FEW:

Distell iSimangaliso Wetlands Park Johannesburg Water Kaap Agri MediClinicGroup Mr. Price SA Sugar SAMRC The Shoprite Group Tongaat Hullet Sugar Old Mutual Overberg Agri Playhouse Company Nelson Mandela University University of Cape Town University of Pretoria Stellenbosch University Rhodes University Walter Sisulu University University of the Western Cape KwaZulu-Natal Legislature Parliament SA Western Cape Government

VARIOUS MUNICIPALITIES: Cape Winelands District Municipality Zululand District Municipality Knysna Municipality Mossel Bay Municipality Overstrand Municipality

Swartland Municipality Swellendam Municipality uMzimkhulu Municipality Bitou Municipality Matzikama Municipality

#### 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.

As one of the only agencies of our kind that is a member of the Association for Communication and Advertising NPC (ACA), there's much we can bring to the table to help you.

Our mission is to build a partnership that shines through innovation, ideas and impact, including a local footprint as the sole authorised Alliance partner for sales of LinkedIn Talent Solutions products in South Africa



#### 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:

- Client submit all briefs and requests to a centralised mailbox ads@amcomms.co.za
- Acknowledgement of brief Within one (1) hour after receipt of brief
- Dedicated account manager will clarify request Within one (1) hour 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
- Processing of invoice Week following publication/activation date, on proof of successful publication/activation by media
- Delivery of electronic invoice, hard copy on request 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.



#### EFFICIENCY AND ABILITY TO ACTIVATE ADS AT SHORT NOTICE:

It is one of our major responsibilities to ensure successful activation of client's advertising requests.

Media deadlines are determined by media owners and vary from one business day up to one month.

Based on our longstanding relationships and in-depth knowledge of the various media platforms we ensure our clients get the best deadlines humanly possible.

#### OUR FEE STRUCTURE

- Production fee:
  - o Production fee is project specific and calculated based on content and design

#### • Media Cancellation fee:

- Terms and conditions of media owner will apply
- Media rates:
  - Media rates are determined by the media owners. The annual rates increases are in line with inflation with the industry usually getting a month's notice.

#### OUR INCOME IS DERIVED FROM:

- o 16.5% markup on the media bill
- o 25% markup on the production bill
- o Design fee per hour
- o Digital campaign activation per hour
- o Media campaign research per hour

## OUR FEES ARE CLIENT SPECIFIC AND NEGOTIATED BASED ON ADVERTISING VOLUME AND TERM OF AGREEMENT

www.ayandambanga.co.za

JOHANNESBURG

CAPE TOWN

DURBAN

**MTHATHA** 

Ayanda Mbanga Communications (Pty) Ltd Directors: NJ Kganakga, HP Lottering, BXY Mbanga, GC Reynolds

Reg No: 1980/009032/07 VAT Reg No: 4050179417 112 Cindywood 140 Rivonia Road Sandown 2199 tel: 010 001 8132 Unit 102, Mason's Press 7 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: 040 329 9426



#### **OUR OFFER TO CAPE WINELANDS DISTRICT MUNICIPALITY ON TENDER T2021/46:**

- Media bill mark up of 6.5% only on all invoices settled within 30 days.
- NO charge for media research on campaigns published through AMComms.
- NO charge for English and Afrikaans writing/translations for work published through AMComms.

## CONFIDENTIALITY

We undertake to hold confidential all information concerning your business and warrant that the same shall not be divulged by ourselves or our employees to any third party.

To learn more about our business brand, related services and Redefining Success by Ayanda Mbanga, visit <u>http://ayandambanga.co.za/</u>

You can also follow Ayanda on Instagram at https://www.instagram.com/ayanda.mbanga/

We value the opportunity to submit our company profile and look forward to being of service to CAPE WINELANDS DISTRICT MUNICIPALITY.

Helena Lottering

Executive Director

#### www.ayandambanga.co.za

JOHANNESBURG

CAPE TOWN

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#### **TEAM DEDICATED TO THIS PROJECT**

Job title	Name	Contact	Role in team	Experience
Director	Helena Lottering	082 922 3400	General support.	35 years' relevant
Account manager/ Production	Ethan Samuels	021 000 1750 081 414 2081	Management, production and processing of a requests.	6 years' relevant
Copywriter	Charlene du Toit	021 000 1750	Writing, translating, editing and proofreading.	22 years' relevant
Media buyer/ office manager	Beverley van der Ross	021 000 1750 073 194 1081	Media research, quotes and bookings.	10 years' relevant
Social media and Digital specialist	Dean Houtzamer	021 000 1750 078 254 4870	Loading, tracking and researching digital campaigns	10 years' relevant
Accounting	Renata Bredenkamp	021 000 1750	Billing, reconciliat on and follow through of all payments.	20 years' relevant

To ensure best turnaround times forward all requests to amcomms.co.za Acknowledgement of receipt within 45 min.

Ayanda Mbanga Communications (Pty) Ltd undertakes to notify the Cape Winelands District municipality timeously of any personnel changes that may impact on the allocated resource.

