



## ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

- 1. Q 2020/068: SUPPLY AND DELIVERY OF A3 BOARD GAMES
- 2. Q 2020/111: PRINTING, SUPPLY AND INSERTION AND DELIVERY OF A 4 PAGE, TABLOID STYLE, FULL COLOUR NEWSLETTER
- 3. Q 2020/113: ONLINE CONTINUING PROFESSIONAL DEVELOPMENT (CPD) COURSES (E-LEARNING)
- 4. Q 2020/114: SUPPLY AND DELIVERY OF WALL UNIT
- 5. Q 2020/117: FACILITATION AND DELIVERY OF VARIOUS VIRTUAL TRAINING COURSES
- 6. Q 2021/044: PROVISION OF HYGIENE SERVICES AT VARIOUS PREMISES OF THE CAPE WINELANDS DISTRICT MUNICIPALITY ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021
- 7. Q 2021/045: SECURITY, PATROL AND ACCESS CONTROL SERVICES AT 46 ALEXANDER STREET, 29 DU TOIT STREET AND C/O LANGENHOVEN STREET AND BIRD STREET, AS WELL AS AT PAPEGAAIRAND STREET [FIRE SERVICES], STELLENBOSCH ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021
- 8. Q 2021/046: SECURITY, PATROL AND ACCESS CONTROL SERVICES AT 51 TRAPPES STREET, WORCESTER ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021
- 9. Q 2021/047: SECURITY, PATROL AND ACCESS CONTROL SERVICES AT 194 MAIN STREET, PAARL ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021
- 10. Q 2021/049: SHORT-TERM INSURANCE BROKER FOR DIRECTORS AND OFFICERS
- 11. Q 2021/051: MEDIA BUYING SERVICES FOR THE PROVISION OF TIME/ SPACE ON DIGITAL AND RADIO BROADCASTING MEDIA PLATFORMS
- 12. Q 2021/056: REVIEW THE ANNUAL FINANCIAL STATEMENTS AND PROVIDE THE CAPE WINELANDS DISTRICT MUNICIPALITY WITH ADVICE

I Lorna van Niekerk hereby acknowledge receipt of the following original tender and quotation documents:  
Received by [Signature] Date 01/09/2021



**CAPE WINELANDS DISTRICT**  
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

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**Q 2021/051**

**MEDIA BUYING SERVICES FOR THE PROVISION OF TIME/  
SPACE ON DIGITAL AND RADIO BROADCASTING MEDIA  
PLATFORMS**

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

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**  
Financial and Strategic Support Services  
Supply Chain Management  
Tel: 086 126 5263  
Fax: 086 688 4173

**Q 2021/051**  
**MEDIA BUYING SERVICES FOR THE PROVISION OF TIME/ SPACE ON DIGITAL AND RADIO**  
**BROADCASTING MEDIA PLATFORMS**

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## A. QUOTATION NOTICE

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Formal Written Price Quotations are hereby invited to secure space or time for the purposes of awareness campaigns on various digital, (including on-line and social media) and broadcast (radio) media platforms, to ensure professional communication.

Technical enquiries regarding this bid can be directed to Anesca Roodt / Jo-Anne Otto at telephone no. 0861 265 263.

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

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

Duly completed quotations must be enclosed in a (separate) sealed envelope and endorsed with the relevant quotation number and description on the envelope/s. The sealed quotations must be placed in the official quotations box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch, before 11h00 on Wednesday, 21 July 2021.

**HF PRINS**  
**MUNICIPAL MANAGER**

## **B. GENERAL CONDITIONS AND INFORMATION**

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

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

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

### **1. Acceptance or Rejection of a Quotations**

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

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

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

### **2. Validity Period**

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

### **3. Registration on Accredited Supplier Database**

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

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

### **4. Completion of Quotations Documents**

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

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

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

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

#### **5. Authorised Signatory**

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

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

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

#### **6. Site / Information Meetings**

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

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

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#### **7. Quantities of Specific Items**

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

#### **8. Expenses Incurred in Preparation of Quotations**

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

#### **9. Contact with Municipality after Quotations Closure Date**

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

#### **10. Opening, Recording and Publications of Quotations Received**

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

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

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

#### **11. Evaluation of Quotations**

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

#### **12. Subcontracting**

The Contractor shall not subcontract the whole of the contract.

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

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

#### **13. Extension of Contract**

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

#### **14. Past Practices**

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

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

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

#### **15. Persons in the service of the state**

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

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

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

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

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

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

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

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

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

Bidders other than EMEs

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

Bidders who qualify as EMEs

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

**VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES**

Verification agencies accredited by SANAS

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

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

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

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



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

#### **Registered auditors approved by IRBA**

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

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

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

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

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

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

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

#### **VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs**

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

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

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

#### **ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)**

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

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

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

## 17. Application

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

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

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

## 18. Standards

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

## 19. Information and Inspection

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

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

## 20. Governing Language

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

## 21. Payments

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

Payment will be made in Rand unless otherwise stipulated.

## 22. Prices and Evaluation of bids

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

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

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

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

## 29. Value-added tax (VAT) on invoices

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

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

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

The VAT registration number of the District Municipality is 4700193495.

## 30. Tax Clearance Certificate

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

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

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

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

## 31. Municipal Rates, Taxes and Charges

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

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

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

## 32. PROTECTION OF PERSONAL INFORMATION

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

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

A handwritten signature in black ink, appearing to be a stylized name, located at the bottom right of the page.

## **2. APPLICATION**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. GENERAL**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## **4. STANDARDS**

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

## **5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

- 5.1 ~~The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.~~
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. PATENT RIGHTS**

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

## **7. PERFORMANCE SECURITY**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. INSPECTIONS, TESTS AND ANALYSES**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

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

**9. PACKING**

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

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

**10. DELIVERY AND DOCUMENTS**

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

**11. INSURANCE**

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

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**12. TRANSPORTATION**

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

**13. INCIDENTAL SERVICES**

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

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. SPARE PARTS**

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

## **15. WARRANTY**

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

## **16. PAYMENT**

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

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

## **17. PRICES**

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

## **8. VARIATION ORDERS**

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

## **19. ASSIGNMENT**

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

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## **20. SUBCONTRACTS**

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

## **21. DELAYS IN THE SUPPLIER'S PERFORMANCE**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

## 22. PENALTIES

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

## 23. TERMINATION FOR DEFAULT

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) If the supplier fails to perform any other obligation(s) under the contract; or
  - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
  - (ii) The date of commencement of the restriction
  - (iii) The period of restriction; and
  - (iv) The reasons for the restriction

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

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

#### **24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

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

#### **25. FORCE MAJEURE**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable ~~for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.~~
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### **26. TERMINATION FOR INSOLVENCY**

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

#### **27. SETTLEMENT OF DISPUTES**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,  
(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. LIMITATION OF LIABILITY**

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

## **29. GOVERNING LANGUAGE**

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

## **30. APPLICABLE LAW**

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

## **31. NOTICES**

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

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

## **32. TAXES AND DUTIES**

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

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

**33. TRANSFER OF CONTRACTS**

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

**34. AMENDMENT OF CONTRACTS**

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

**35. PROHIBITION OF RESTRICTIVE PRACTICES**

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

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

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

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

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

The points are awarded as follows:

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

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

## E. INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Quotation number:	Q 2021/051	Closing date:	21/07/2021	Closing time:	11h00
Description	MEDIA BUYING SERVICES FOR THE PROVISION OF TIME/ SPACE ON DIGITAL AND RADIO BROADCASTING MEDIA PLATFORMS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
Name of bidder	Ayanda Mbanga Communications (Pty) Ltd				
Postal address	Unit 10, The Stockyard, 3 Ravenscraig rd. Woodstock 7925				
Street address	Unit 10, The Stockyard, 3 Ravenscraig rd. Woodstock 7925				
Telephone number	Code	021	Number	000 1750	
Cell phone number	073 194 1081 Beverley van der Ross Office manager				
E-mail address	ads@amcomms.co.za Att: Beverley van der Ross				
VAT registration number	4050179417				
Tax compliance status	TCS PIN:	C65421292H	OR	CSD No:	MAAA 0101954
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> yes <input type="checkbox"/> no		B-BBEE status level sworn affidavit		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign based supplier for the goods / services / works offered?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered	SECOND ENVELOPE		Total bid price	R ENVELOPE TWO	
Signature of bidder			Date	20/07/21	
Capacity under which this bid is signed	Executive Director				
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Anesca Roodt		Jo-Anne Otto		
Telephone number	021 888 5167		0728080106		
E-mail address	<a href="mailto:anescaareense@capewinelands.gov.za">anescaareense@capewinelands.gov.za</a> jo-anne@capewinelands.gov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewinelands.gov.za				

**TERMS AND CONDITIONS FOR BIDDING – PART B**

**1. BID SUBMISSION:**

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2. All bids must be submitted on the official forms provided–(not to be re-typed) or online
- 1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 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?  Yes  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

**N/A**

If the answer is "no" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

**NB: failure to provide any of the above particulars may render the bid invalid.  
No bids will be considered from persons in the service of the state.**

Signature(s):   
Name(s): Helena Petronella Lottering  
Capacity for the Tenderer: Executive Director  
Date: 20/07/21



## G. FORM OF OFFER

### OFFER

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

#### Q 2021/051: MEDIA BUYING SERVICES FOR THE PROVISION OF TIME/ SPACE ON DIGITAL AND RADIO BROADCASTING MEDIA PLATFORMS

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

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

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

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

Item	Description of Service	Cost of medium including VAT (fictitious amount for evaluation purposes)	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 20 000	%	2nd Envelope	

Indicate the period before placement in respect of which a cancellation fee will be payable, if applicable

Signature(s):



Name(s):

Helena Petronella Lottering

Capacity for the Bidder:

Executive Director

Name of organization:

Ayanda Mbanga Communications (Pty) Ltd

Name and Signature of Witness:

Dean Houtzamer

*D. Houtzamer*

Date:

20 July 2021

Cape Winelands District Municipality

**QUOTATIONS**

Opened at 11h00 on

21 JUL 2021

Witness:



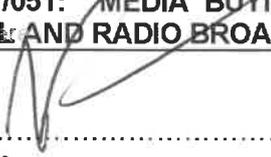
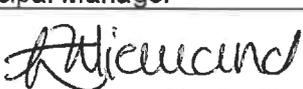
## H. ACCEPTANCE

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

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

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

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

ACCEPTANCE (to be completed by the Cape Winelands District Municipality)	
Q 2021/051: MEDIA BUYING SERVICES FOR THE PROVISION OF TIME/ SPACE ON DIGITAL AND RADIO BROADCASTING MEDIA PLATFORMS	
 ..... HF Prins Municipal Manager	19/08/2021 ..... Date
 ..... Me. E Niemand Witness	19/08/2021 ..... Date

# I. QUESTIONNAIRE

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number
Mbanga	Ayanda	7402200512086	N/A
Kganakga	Ngoako Joseph	5012155550080	N/A
Mbanga	Buyile Xolile Yamani	7603255750089	N/A
Reynolds	Graham Chalenore	6506055060081	N/A
Lottering	Helena Petronella	5507010019080	N/A

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

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

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

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

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

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

### Ayanda Mbanga Communications (Pty) Ltd

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

\*\*1. Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op **ras**.

Percentage of shareholding of persons (HBI) in the business historically disadvantaged because of unfair discrimination based on **race**.

Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobuhlanga**.

100%

2. Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op **geslag**.

Percentage of shareholding of persons (HBI) in the business historically disadvantaged because of unfair discrimination based on **gender**.

Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokwesini**.

100%

3. Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op **gestremdheid**.

Percentage of shareholding of persons (HBI) in the business historically disadvantaged because of unfair discrimination based on **disability**.

Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobulwelwe**.

100%

4. Persentasie aandeelhouding van persone geklassifiseer as **jeug**. (18 – 35 Jaar oud).

Percentage of shareholding of persons in the business classified as **youth**. (18 – 35 Years old)

Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba **lulutsha** (18 – 35 Yeminyaka)

0%

5. Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / Uit

Is your business established within the area of jurisdiction of the District Municipality? In / Out  
 Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle

In/Ngaphakathi

Uit/Out/Ngaphandle

6. Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee

Do you make use of local labour (job creation)? Yes / No

Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi

Ja/Yes/Ewe

Nee/No/Hayi

## J. DECLARATION OF INTEREST – MBD 4 B

(On behalf of the company and its directors/ members/ trustee's/ principle 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/ trustee's/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below	

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

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

3.10	Do you or any director/ member/ trustee/ principle shareholder have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
3.10.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names: *	N/A		
Organ of State:		Position:	

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

3.12	Is any spouse, child or parent of the company's directors/ members/ trustees/ principle shareholders or stakeholders in the service of the state?	Yes	No
3.12.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names: *	N/A		
Organ of State:		Position:	

3.13	Do you or any director/ member/ trustee/ principle shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
3.13.1	If yes, furnish particulars. ..... N/A .....		

3.14	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	Yes	No
3.14.1	If yes, furnish particulars. ..... N/A .....		

3.15	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the Register for Quotations Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	No
3.15.1	If yes, furnish particulars. ..... <b>N/A</b> .....		
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. ..... <b>N/A</b> .....		
3.17	Does the supplier or any director/ member/ trustee/ principle shareholder owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
3.17.1	If yes, furnish particulars. ..... <b>N/A</b> ..... The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted <i>every three</i> months – provide individual information in the schedule under par. 4.		
3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
3.18.1	If yes, furnish particulars. ..... <b>N/A</b> .....		

4	<b>MFMA Circular No 62 of July 2013</b> 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 <b>shareholder</b> is defined as a person who <b>owns</b> 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) <i>Municipal clearance or most recent service account must be attached as evidence</i>
1	N/A					
2						
3						
4						
5						
6						
7						
8						
9						
10						

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

Signature 

Date 20/07/21

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:**

- <sup>1</sup> MSCM Regulations: "in the service of the state" means to be –
- (a) a member of –
    - (i) any municipal council;
    - (ii) any provincial legislature; or
    - (iii) the national Assembly or the national Council of provinces;
  - (b) a member of the board of directors of any municipal entity;
  - (c) an official of any municipality or municipal entity;
  - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
  - (e) a member of the accounting authority of any national or provincial public entity; or
  - (f) an employee of Parliament or a provincial legislature.

<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**

Signed and sworn to before me at Moorreesburg  
on this the 20 day of July 2021 by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths 

Position: Constable

Address 83 Sentraal Str  
Moorreesburg  
7310

Tel: 027 433 8660

Apply official stamp of authority on this page:

SUID-AFRIKAANSE POLISIEDIENS  
MOORREESBURG  
GEMEENSKAPSDIENSSENTRUM

**20 JUL 2021**

MOORREESBURG  
COMMUNITY SERVICE CENTRE  
SOUTH AFRICAN POLICE SERVICE

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 acquisition process. (Must be submitted annually)

**K. 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:

Q2021/051 MEDIA BUYING SERVICES FOR THE PROVISION OF TIME/SPACE ON DIGITAL AND RADIO BROADCASTING PLATFORMS

(Bid Number and Description)

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

I certify, on behalf of: **Ayanda Mbanga Communications (Pty) Ltd** that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) Has been requested to submit a bid in response to this bid invitation;
  - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
  
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

..... 20/07/21 .....  
 Date  
  
 Ayanda Mbanga  
 Communications (Pty) Ltd  
 .....  
 Name of Bidder

<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.

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

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point system is applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore only the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
Price	80
B-BBEE status level of contributor	20
Total points for Price and B-BBEE must not exceed	100

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

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

### 2. DEFINITIONS

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

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

**3. POINTS AWARDED FOR PRICE**

**3.1 THE PREFERENCE POINT SYSTEM**

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

80/20

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

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

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

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

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

**5. BID DECLARATION**

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**7. SUB-CONTRACTING**

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

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

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

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

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

8.1 Name of company/firm: **Ayanda Mbanga communications (Pty) Ltd**

8.2 VAT registration number: **4050179417**

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

**8.4 TYPE OF COMPANY/ FIRM**

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

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated: City of Cape town

Registered Account Number: 20616888 Landlord Dale Glen

Stand Number: Erf 12091

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

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

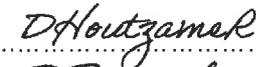
- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) Forward the matter for criminal prosecution.

Signature of Bidders: 

DATE: 20/07/21

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

WITNESSES:

- 1. 
- 2. 

## M. CONTRACT FORM – RENDERING OF SERVICES (MBD 7.2)

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) Cape Winelands District Municipality in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number Q2021/051 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - ~~Special Conditions of Contract;~~
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

Name Helena Petronella Lottering  
Capacity Executive Director  
Signature   
Company name Ayanda Mbanga Communications (Pty) Ltd  
Date 20/07/21  
Witness 1 D. Houtzamer Date 20 July 2021  
Witness 2 C. Samuels Date 20 July 2021

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

1. I, **HF Prins** in my capacity as Municipal Manager accept your bid under reference number **Q 2021/051** dated **21 July 2021** or the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
<p align="center"><b>Q 2021/051 MEDIA BUYING SERVICES FOR THE PROVISION OF TIME/ SPACE ON DIGITAL AND RADIO BROADCASTING MEDIA PLATFORMS</b></p>	<p align="center">16.5% Commission 10% Rebate offered (1)</p>	<p align="center">30/08/2022</p>		<p align="center">1</p>

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

Signed at Stellenbosch on 19/08/2021

Name (Print) HF Prins, Municipal Manager

Signature

Witness 1

Date

Witness 2

Date

Official Stamp



## N. MUNICIPAL RATES AND SERVICES

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

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

### DECLARATION:

I, the undersigned (name) Helena Petronella Lottering

Certify that the information furnished above is correct. I accept that the state may act against me should this declaration prove to be false.

Signature

Date

Executive Director

Position

Ayanda Mbanga  
Communications (Pty) Ltd

Name of Bidder

**O. AUTHORITY FOR SIGNATORY**

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

Name of members / directors	Signature	Date
Resolution attached		

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



**Q. CREDIT ORDER INSTRUCTION**

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

DETAILS OF FIRM/INSTITUTION

Name	A	y	a	n	d	a	M	b	a	n	g	a				
	C	o	m	m	u	n	i	c	a	t	i	o	n	s		
	(	P	t	y	)	L	t	d								

DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:

NAME OF BANK	A	b	s	a													
NAME OF BRANCH	S	a	n	d	t	o	n	c	o	m	m	e	r	c	i	a	l
BRANCH CODE	6	3	2	0	0	5											
ACCOUNT NUMBER	4	0	4	8	8	5	5	8	1	7							
TYPE OF ACCOUNT	<input checked="" type="checkbox"/> 1 = Cheque <input type="checkbox"/> 2 = Savings																

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

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

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

HP Lottering ..... 20/07/21 ..... 082-922-3400  
 INITIALS AND SURNAME: ..... AUTHORIZED SIGNATURE: ..... DATE: ..... TELEPHONE NUMBER: .....

**FOR BANK USE ONLY**

<p>I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct:</p> <p><b>Bank account confirmation letter included</b></p> <p>.....</p> <p>AUTHORISED SIGNATURE</p>	<p><b>OFFICIAL DATE STAMP</b></p>
---	-----------------------------------

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

## R. COMPULSORY DOCUMENTATION / CHECKLIST

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

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

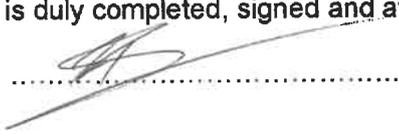
**Additional documents applicable to this specific quotation: Failure to submit this documentation shall lead to disqualification)**

<b>Company profile</b> Is a company profile attached?	Yes	<input checked="" type="checkbox"/>	No	
--	-----	-------------------------------------	----	--

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

<b>B-BBEE Certificate</b> Is a certified copy of the B-BBEE or Original certificate attached?	Yes	<input checked="" type="checkbox"/>	No	
--	-----	-------------------------------------	----	--

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

Signature: 

Date: 20/07/21.....

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

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

**IT WAS RESOLVED AS FOLLOWS:**

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

**Confirmed on behalf of the company:**

  
**Graham Reynolds**  
20.03.21  
Director

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

I, the undersigned,

<b>Full name &amp; Surname:</b>	Helena Lottering
<b>Identity number:</b>	5507010019080

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>	Ayanda Mbanga Communications (Pty) Ltd
<b>Trading Name (If Applicable):</b>	AMComms the can-do-company
<b>Registration Number:</b>	1980/009032/07
<b>Vat Number:</b>	4050179417
<b>Enterprise Physical Address:</b>	Unit 10, The Stockyard, 3 Ravenscraig rd. Woodstock 7925
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	(Pty) Ltd
<b>Nature of Business:</b>	<del>Advertising development, media research and media buying: print, digital and out of home.</del>
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; Or (b) who became citizens of the Republic of South Africa by Naturalisation i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
<b>Definition of "Black Designated Groups"</b>	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"



3. I hereby declare under Oath that:

- The Enterprise is 100 % Black Owned as per Marketing, Advertising and Communication Sector Code in terms of section 9 (1) of the Broad -Based Black Economic Empowerment Amendment Act, (Act No. 53 of 2003) as amended by the B -BBEE Amendment Act No. 46 of 2013.
- The Enterprise is 100 % Black Female Owned as per Marketing, Advertising and Communication Sector Code in terms of section 9 (1) of the Broad -Based Black Economic Empowerment Amendment Act, (Act No. 53 of 2003) as amended by the B -BBEE Amendment Act No. 46 of 2013.
- The Enterprise is 100 % Black Designated Group Owned as per Marketing, Advertising and Communication Sector Code in terms of section 9 (1) of the Broad -Based Black Economic Empowerment Amendment Act, (Act No. 53 of 2003) as amended by the B -BBEE Amendment 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 31 Dec. 2020, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

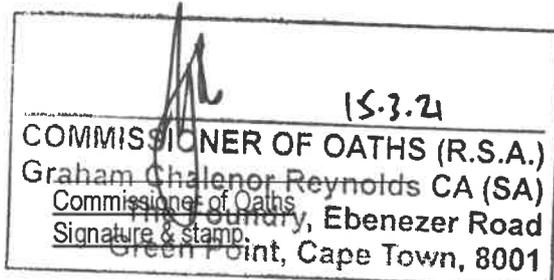
• Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	✓
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

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

Deponent Signature: \_\_\_\_\_

Date: 15/03/21





## TAX COMPLIANCE STATUS

### PIN Issued

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

#### Enquiries should be addressed to SARS:

##### Contact Detail

SARS  
Alberton  
1528

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

##### Details

Taxpayer Reference Number: 9137161841

Always quote this reference  
number when contacting SARS

Issue Date: 2021/01/21

Dear Taxpayer

### TAX COMPLIANCE STATUS PIN ISSUED

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

TCS Details:	
Taxpayer Name	Ayanda Mbanga Communications Pty Ltd
Trading Name	AYANDA MBANGA COMMUNICATIONS PTY LTD
Tax Reference Number(s)	IT - 9137161841 Vat - 4050179417 PAYE - 7380732158
Purpose of Request	Tender
Request Reference Number	0004112145TS2101212223034
PIN	C85421292H
PIN Expiry Date	21/01/2022

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

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

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

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

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

Sincerely

**ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE**



## Confidential

Date: 25-05-2021

## Confirmation of Banking Details (Non-Individual)

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

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

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

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

Yours sincerely

General Manager: Digital Channels



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

**Domicile, Share holder, Director information**



<b>Head Office Domicile/Landlord</b>												
Dale Glen Properties	Landlord	Unit 10 The Stock yard, 3 Ravenscraig rd. Woodstock, 7925		City of Cape Town 206168888, Erf 12091	Acc							
<b>Owner/ 100% Shareholder</b>		<b>Residential address</b>		<b>Municipality</b>		<b>% Share</b>	<b>SA ID Number</b>	<b>Personal Tax</b>	<b>Citizen</b>	<b>Gender</b>	<b>Race</b>	
Ayanda Mbanga	CEO	112 Cindywood, 140 Rivonia rd, Sandown, 2199		71912   Landsec Property Management services		100%	7402200512086	1275070843	RSA	Female	B	
<b>Director</b>	<b>Director Type</b>	<b>Director Residential address</b>		<b>Municipality</b>		<b>% Share</b>	<b>SA ID Number</b>	<b>Personal Tax</b>	<b>Citizen</b>	<b>Gender</b>	<b>Race</b>	
Ngoako Joseph Kganakga	Chairman	135A Ga-Kgatla, Eisleben Village, Botlokwa 0818		Botlokwa - Rural		0	5012155550080	1647774841	RSA	Male	B	
Buyile Xolile Yamani Mbanga	Director	7 Thanda Thula, 36 Glenluce drive, Douglasdale Ext 152, 2196		JHB 7900989457		0	7603255750089	3726092145	RSA	Male	B	
Graham Chalenor Reynolds	Director	Camcain, 6 Bonair rd, Rondebosch, 7700		City of Cape Town 121685486		0	6506055060081	2617720038	RSA	Male	W	
Helena Petronella Lottering	Executive Director	1 Reservoir str. Moorreesburg, 7310		Swartland municipality 3-30-00321-003-9		0	5507010019080	1828176642	RSA	Female	W	



[www.thecardcompany.co.za](http://www.thecardcompany.co.za)

**Ayanda Mbanga Communications (Pty) Ltd**  
 Directors: NU Kganyaga, H: Lottering,  
 BXT Mbanga, GC Reynolds  
 Reg No: 19800093207  
 VAT Reg No: 4500799417

**JOHANNESBURG**

Unit 10, The Stockyard  
 3 Ravenscraig Road  
 Woodstock 7925  
 tel: 021 000 1750

**CAPE TOWN**

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

**DURBAN**

**MTHATHA**

93 Nelson  
 Mandela Drive  
 Mthatha 5100  
 tel: 040 329 9426



2nd floor, 71 Bree Street, Cape Town 8001  
 PO Box 867, Cape Town 8000  
 Tel: +27 21 424 1210  
 Fax: +27 21 423 4694  
 www.daleglen.co.za

### COPY Tax Invoice & Statement

Entity	The Tamric Trust		
Entity VAT No	4550131926	Entity Reg No	T360/92
Property	The Stockyard (STO1)		
Unit No	010		

Tax Invoice No	8572/202107/1	Recipient VAT No	4050179417
For the Month	July 2021	Recipient Reg No	1980/009032/07

Monthly Charges Generated on 23 June 2021

Queries	Carol Alexander accounts@daleglen.co.za Tel: 0214241210 Fax: 0214234694		
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**Ayanda Mbanga Communications (Pty) Ltd**  
 Unit 010 The Stockyard  
 3 Ravenscraig Road  
 Woodstock

Printed: 23/06/2021 07:34:03 Page: 1

Date	Allocation	Remarks	Exclusive	Tax	Inclusive
31/05/2021	Receipt	Balance B/f			33,955.63
31/07/2021	IMPORTANT NOTE	OMM 8	0.00	0.00	-33,955.61
		MUNICIPAL RATES INCREASE 1 JULY 2021: Please be advised, once quantified, your monthly pro-rata share of the annual Municipal Rates increase will be adjusted accordingly effective 1 July 2021 where applicable.	0.00	0.00	0.00
01/07/2021	Rent Commercial	Unit 010	23,660.00	3,549.00	27,209.00
01/07/2021	Rent Parking -Commercial	G22/23 Tan	1,600.00	240.00	1,840.00
01/07/2021	Rent Parking -Commercial	G04	920.00	138.00	1,058.00
01/07/2021	Operating Costs	Unit 010	1,101.00	165.15	1,266.15
01/07/2021	Rates - Commercial	Unit 010	1,996.50	299.48	2,295.98
01/07/2021	CID Levy - Commercial	Unit 010	249.12	37.37	286.49

Arrears/Prepaid(-)			0.02
Current Month Charges	29,526.62	4,429.00	33,955.62
<b>Amount Due</b>			<b>R33,955.64</b>

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

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

[www.daleglen.co.za](http://www.daleglen.co.za)

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

PLEASE RETURN THIS PORTION WITH PROOF OF YOUR PAYMENT TO:

<b>Daleglen Property Group (Pty) Ltd</b> 2nd Floor 71 Bree Street Cape Town 8001	
Queries	Carol Alexander accounts@daleglen.co.za Tel: 0214241210 Fax:0214234694

Account No	<b>8572</b>
Statement Period	202107
Tenant / Debtor	Ayanda Mbanga Communications (Pty) Ltd
Property	The Stockyard (STO1)
Unit No	010
<b>Amount Due</b>	
<b>R33,955.64</b>	

GEREGISTREERDE WOON- EN POSADRES

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

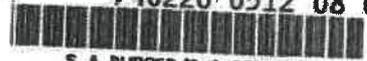
2. Indien u van adres verander het, of indien besonderhede van u huidige adres, byvoorbeeld straat-nommer, ens., verander het, moet die vorm KENNINGSGEWING VAN ADRESVERANDERING gebruik word. Hierdie vorm moet gebruik word om die verandering aan te meld en moet dit moet aan die DEPARTEMENT VAN BINNELANDSE SAKE.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

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

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

I.D.No. 740220 0512 08 6



S. A. BURGER/S. A. CITIZEN

VAN/SURNAME

MBANGA

VOORNAME/FORENAMES

AYANDA

GEBOORTEDISTRIK OF LAND/  
DISTRICT OR COUNTRY OF BIRTH

SOUTH AFRICA

GEBOORTEDATUM/  
DATE OF BIRTH

1974-02-20

DATUM UITGEREK  
DATE ISSUED

1996-01-25



UITREKSEL OP OORSAK VAN DIE  
DIREKTOR-GENERAAL:  
SUID-AFRIKAanse KENNIS

ISSUED BY AUTHORITY OF THE  
DIRECTOR GENERAL:  
HOME AFFAIRS

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

GRAHAM REYNOLDS

Commissioner of Oaths

Designation: Chartered Accountant (SA) : 00296733

Date: \_\_\_\_\_

6 Bonair Road, Rondebosch, Cape Town



**GEREGISTREERDE WOON- EN POSADRES**

**REGISTERED RESIDENTIAL AND PORTAL ADDRESS**

1. Bewys die bewys van u GEGISTREERDE WOON- EN POSADRES in hierdie seksie.

2. Indien u van adres verander het, of indien besonderhede van u huidige adres, soos straatnaam en/of nommer, ook verander het, moet die van VERANDERING VAN ADRES VERANDERING: Wat u die sake van in die identifikasiekaart is, gebruik word om die verandering te bewys en moet dit ingedien word by of naas die aan die nuwe adres. Kontakloos van die DEPARTEMENT VAN HANDELAARDE SAKE.

1. Keep the proof of your REGISTERED RESIDENTIAL AND PORTAL ADDRESS in this section.

2. If you have changed your address or if particulars of your present address, e.g. number of street and/or street number, etc. have been changed, the NOTICE OF CHANGE OF ADDRESS (under the cover of the back of the identity document) must be used to register the change and it must be handed in at or posted to the nearest government office of the DEPARTMENT OF HOME AFFAIRS.

1

**I.D.No. 501215 5550 08 0**

**S.A. BURGER/S.A. CITIZEN**

**VAN/SURNAME**  
**KGANAKGA**

**VOORNAME/FORENAME**  
**NGOAKO JOSEPH**

**GEBORTEDISTRIK OF -LAND/  
DISTRICT OR COUNTRY OF BIRTH**  
**SOUTH AFRICA**

**GEBORTE/DATUM/  
DATE OF BIRTH**  
**1950-12-15**

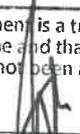
**DATUM UITGEEK/  
DATE ISSUED**  
**1997-01-22**

**UITGEEK OP BESAG VAN DIE  
DIREKTEUR GENEERALE  
BIVOLLEKOP**

**ISSUED BY AUTHORITY OF THE  
DIRECTOR GENERAL  
HOME AFFAIRS**



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

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

KGORO YA GA-KGATLA

TO WHOM IT MAY CONCERN

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

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

SIGNED

1. Lawrence Kgalla (NDUNA)

082 805 9401 (INDUNA CELL NUMBER)

2. Melji Ba.S.S. 082 6635249 (SECRETARY)

P/S:

RESIDENTIAL ADDRESS

STAND-NO: 135A  
GA-KGATLA  
EISLEBEN  
0818

POSTAL ADDRESS

P.O. BOX 438  
SOEKMEKAAR  
0810

**RAMOKGOPA**  
**TRADITIONAL COUNCIL**  
KGORO YA GA-KGATLA

11 JAN 2021

BOTLOKWA, EISLEBEN  
BOX 138,  
SOEKMEKAAR, 0810

Conditions:  
This card has been issued by the  
Department of Home Affairs in terms of the  
Identification Act, Act 69 of 1997  
If found please return to the Department of Home Affairs  
For enquiry or verification purposes contact 020 30 11 90

Date of Issue  
01 MAR 2017



REPUBLIC OF SOUTH AFRICA  
NATIONAL IDENTITY CARD

Surname  
**MBANGA**  
Names  
**BUYILE XOLILE YAMANI**  
Sex:  
**M**  
Nationality  
**RSA**  
Identity Number:  
**7603255750089**  
Date of Birth:  
**25 MAR 1976**  
Country of Birth  
**RSA**  
Status  
**CITIZEN**



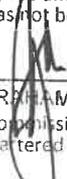
Signature



104073406



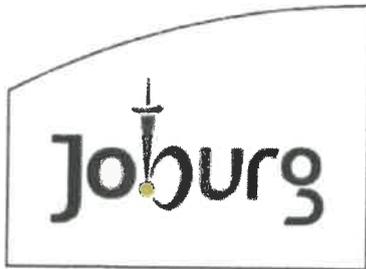
I certify that this document is a true copy of the original which  
was examined by me and that, from the observations,  
the original has not been altered in any manner.

  
GRAHAM REYNOLDS  
Commissioner of Oaths

Designation: Chartered Accountant (SA) : 00296733

Date: \_\_\_\_\_

6 Bonair Road, Rondebosch, Cape Town



a world class African city

Computer generated  
**TAX INVOICE**

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

You can contact us in the following ways

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

VAT NO: CITY OF JOHANNESBURG: 4780117194 VAT NO: PIKITUP: 4790191292  
VAT NO: JOHANNESBURG WATER: 4270191077 VAT NO: CITY POWER: 4710191182

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

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

Invoice Number: 64004738737	Next Reading Date: 2021/06/18
Client VAT Number:	Deposit: R 600.00

**Account Number: 553693614** **PIN CODE: 299965**

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

4,699.05
-2,500.00
2,199.05
4.02
2,574.08
203.67
<b>4,980.82</b>
<b>2021/06/18</b>

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

<b>Total Due</b>	<b>4,980.82</b>
<b>Due Date</b>	<b>2021/06/18</b>

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

**Remittance Advice:**  
This stub must accompany payment, please do not detach if paying at the post office.

**EasyPay** 91115 5536936148

**Postal Office** 0146 553693614

51600880011159 55369361404

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

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

<b>Total Due</b>	<b>4,980.82</b>
<b>Due Date</b>	<b>2021/06/18</b>

**GEREGISTREERDE WOON- EN POSADRES**

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

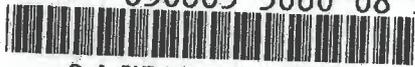
2. Indien u van adres verander het, of indien besonderhede van u huidige adres, bv. straatnaam en/of -nommer, eris, verander het, moet die vorm **KENNISGEWING VAN ADRESVERANDERING**, wat in die sakkie agter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ingedien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

**REGISTERED RESIDENTIAL AND POSTAL ADDRESS**

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

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

I.D.No. 650605 5060 08 1



**S. A. BURGER/S. A. CITIZEN**

**VAN/SURNAME**  
**REYNOLDS**

**VOORNAME/FORENAMES**  
**GRAHAM CHALENOR**

**GEBORTE/DISTRIK OF-LAND/  
DISTRICT OR COUNTRY OF BIRTH**  
**SOUTH AFRICA**

**GEBORTE/DATUM/  
DATE OF BIRTH**  
**1965-06-05**

**DATUM UITGEREIK/  
DATE ISSUED**  
**1998-10-20**



**UITGEREIK OP GESAG VAN DIE  
DIREKTEUR-GENERAAL  
BINNELANDSE SAKE**

**ISSUED BY AUTHORITY OF THE  
DIRECTOR-GENERAL  
HOME AFFAIRS**

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

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



**CITY OF CAPE TOWN**  
**ISIXEKO SASEKAPA**  
**STAD KAAPSTAD**

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

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



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

**Computer generated copy tax invoice**

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

Account summary as at 06/06/2021		Due date
At WEX 1, BUILDING 1, Unit 736, 77 ALBERT ROAD, WOODSTOCK / Erf 178324		01/07/2021
Previous account balance		1133.13
Less payments (11/05/2021)	Thank you	1133.13
(a)		0.00
Latest account - see overleaf		1173.61
<b>Current amount due (b)</b>	<b>Payable by 01/07/2021</b>	<b>1173.61</b>
	<b>Total (a) + (b)</b>	<b>1173.61</b>
Total (a) + (b) above		1173.61
<b>Total liability</b>		<b>1173.61</b>



**Please note:**

- Payment options
  - (a) Debit orders: Call 0860 103 089 or visit a Customer Service Centre. (b) Internet payments: Visit www.Easypay.co.za.
  - (c) Electronic payments (EFT): Select the City of Cape Town as a bank-listed beneficiary on your bank's website. Use only your nine-digit municipal account number as reference
  - (d) Direct deposit at Nedbank: Please present your account number 231127971 to the bank teller. (e) Cash, debit card, credit card and other: Please present your account to the cashier.
- Where the City incurs bank costs on any mode of payment, the City will recover such cost on the portion of the amount above R7000.00 per transaction per account number. The City absorbs such costs in respect of a single payment of R7000.00 and below.
- Interest will be charged on all amounts still outstanding after the due date.
- You may not withhold payment, even if you have submitted a query to the City concerning this account.
- Failure to pay could result in;
  - (a) The City recovering debt overdue on the purchasing of pre-paid electricity,
  - (b) your water and/or electricity supply being disconnected/restricted. Immediate reconnection of the supply after payment cannot be guaranteed.
 A disconnection fee will be charged and your deposit amount might be increased.

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



MR GC REYNOLDS AND MRS JA BREWITT



>>>> 915552311279718

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

**NOTICE OF PERSONAL PARTICULARS**

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

**NOTICE OF CHANGE OF ADDRESS**

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

I.D. No. 550701 0019 080



S.A.CITIZEN

SURNAME  
**LOTTERING**

FORE NAMES  
**HELENA PETRONELLA**

COUNTRY OF BIRTH  
**SOUTH AFRICA**

DATE OF BIRTH  
**1955-07-01**

DATE ISSUED  
**2014-04-23**



ISSUED BY AUTHORITY OF  
THE DIRECTOR-GENERAL  
HOME AFFAIRS

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

GRAMM REYNOLDS

Commissioner of Oaths

Designation: Chartered Accountant (SA) : 00296733

Date:

6 Bonair Road, Rondebosch, Cape Town

Swartland Munisipaliteit  
 Privaatsak X52  
 Malmesbury  
 7299



**SWARTLAND**  
 MUNISIPALITEIT/MUNICIPALITY

REKENINGNOMMER  
**3-30-00321-003-9**

SWARTLAND	ERY PLOT AH	DEPOSITO	LAASTE KWITANSIE	REKENINGSDATUM
933500	3000321000	250.00	31/05/21	31/05/21
	AREA	STRAATADRES		
	1587	1 RESERVOIRSTRAAT		
BTW NR	WVK	VOORSTAD		
	2	MOORREESBURG		

**LOTTERING HP & LOMBARD CF  
 RESERVOIRSTRAAT 1  
 MOORREESBURG  
 7310**

ONS BTW Reg Nr. 4610193411

BELASTING FAKTUUR MAANDELIKSE REKENING 330003210039-05-21

DATUM	VERWYSING	BESONDERHEDE	WATER KWOTA	BTW	BEDRAG	
31/05/21	ACB01231	BALANS OORGEBRING			1 704.00	
31/05/21	990388	KWITANSIE			-1 704.00	
		WATER (19/04/2021-17/05/2021)		22.54	172.82	
		6880 - 6869 = 11 KL 28 DAYS				
		01/09/2020				
		1.87 Kl @ 0.0000 = 0.00				
		1.87 Kl @ 5.0300 = 9.41				
		5.60 Kl @ 8.6400 = 48.38				
		1.67 Kl @ 16.5400 = 27.62				
		= 64.87				
	TAR:3010	NETWERK HEFFINGS:				
31/05/21	EQUIT	GRATIS WATER			12.06	
31/05/21	EQUIT	GRATIS WATER			-12.06	
31/05/21	3601	VULLIS		19.72	151.24	
31/05/21	3501	RIOOL		35.15	269.50	
31/05/21	INSTALL	BELAS PAAIEMENT			379.90	
31/05/21	INSTALL	Betaalbaar Belasting			379.90	
31/05/21	INSTALL	Toekomstige Belasting			-379.90	
31/05/21		REKENING AFRONDING			-0.06	
			TOTALE BTW:	77.41		
DAGVAARDING	LEGAL SUITE	GOERENKOME	AGTERSTALLIS	LOREMO	BETAAL VOOR OF OF	BEDRAG BETAALBAAR
0.00	0.00	0.00	0.00	0.00	973.40	30/06/2021 973.40



Privaatsak X52  
 Malmesbury  
 7299  
 Tel: (022) 487 9400  
 Faks: (022) 487 9440  
 Web Werf: [www.swartland.org.za](http://www.swartland.org.za)  
 ePos: [SwartlandMun@swartland.org.za](mailto:SwartlandMun@swartland.org.za)



ELEKTRONIESE BETALINGS KAN IN DIE VOLGENDE BANK GEDEPONEER WORD:

STANDARD BANK MALMESBURY BESONDERHEDE:  
 REKENING NAAM: SWARTLAND MUNISIPALITEIT.  
 REKENING NOMMER: 372865119  
 TAKKODE: 051001



>>>>915893300032100390

VERWYSING: 3-30-00321-003-9

Indien die uitstaande bedrag nie op betaal datum vereffen is kan dienste sonder verdere kennis beëindig word.



**national treasury**  
 Department  
 National Treasury  
 REPUBLIC OF SOUTH AFRICA

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



**CENTRAL SUPPLIER  
 DATABASE  
 FOR GOVERNMENT**

**Supplier Details**

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

+ Add supplier

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

18 January 2021

To Whom It May Concern

**Confirmation of Membership**

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

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

Kind Regards



**Mathe Okaba  
Chief Executive Officer**



HEREBY CERTIFIES THAT

## Ayanda Mbanga Communications (Pty) Ltd.

1980/009032/07

Registration Number

CX1493

Certification Number

HAS BEEN VOLUNTARILY VETTED, VERIFIED AND VALIDATED

27/05/2021

Date of Issue

27/05/2022

Expiry Date

Executive Signature

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

AYANDA MBANGA COMMUNICATIONS (PTY) LTD WAS FOUNDED 22 YEARS AGO, AS A SPECIALIST RECRUITMENT ADVERTISING AGENCY.

### TODAY WE ARE.....

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

### WHAT SETS US APART?

- We ensure that our company credentials are always updated and maintained on CSD.
- We are an accredited member of the Association for communication and advertising.
- We are voluntarily vetted, verified and validated by Corexalance.
- We are the sole authorised Alliance partner for sales of LinkedIn Talent Solutions in South Africa.

### 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.
- 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](http://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



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.themediacconnection.co.za](http://www.themediacconnection.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.

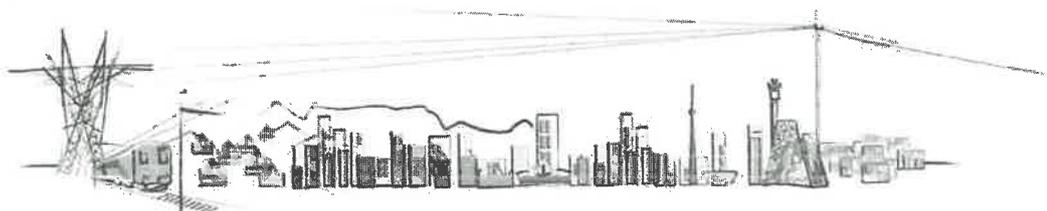
**The Brand Connection** – Connecting radio campaigns with activations as well as a state-of-the-art fleet of mobile studios can facilitate satellite broadcast access to well over 100 stations simultaneously. We build and equip studios as well as Outside Broadcast vehicles.

**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



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

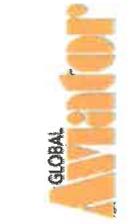
Gavin Ruiters  
Regional Sales Director

021 406 4357



## Why Media Connect

- ✓ Access to 10 million + economic active consumers in South Africa
- ✓ Customised Targeted Campaigns to desired market segments
- ✓ Reaches Key target audiences
  - C-Suite Execs (CFD, CEO, COO,CIO) Business Leaders, SMME Owners, Mid-Large Corporate Owners, Fintech Executives, Senior Government Executives, JSE Investors, Financial Advisors
  - Key Lifestyle sectors
  - Selected Niche Markets ( Car owners, Property owners etc)
- ✓ Effective Reach
  - Over 1 million opted in daily subscribers who want to hear from us
  - SA's leading distributor of personalised newsletters on behalf of leading digital publications
- ✓ Effective engagement time
  - Ave 11 min per newsletter with an average of 31% open rate





## **Media Manager Africa (Pty) Ltd**

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



MEDIA  
MANAGER  
ONLINE

MORE THAN...

2750

featured  
mediums



- PRINT
- RADIO
- OUTDOOR
- ONLINE
- NEWSLETTER
- TV coming soon...

Word cloud containing various categories and regions:

- News, Design & art, Business, Food, 235 CATEGORIES, Agriculture, Industry, Moring, KwaZulu-Natal, Fashion & Clothing, Health & fitness, Beauty, Photography, Outdoor leisure, Politics, Advertising, Property, Interior Decoration, Current Affairs, Home interest, Education, Sports, Free State, Mpumalanga, Eastern Cape, Northern Cape, Western Cape, Limpopo, North West, Free State, Mpumalanga, Gauteng, Western Cape, Limpopo, North West, Free State, Mpumalanga, Eastern Cape, Northern Cape.



OVER...

23 000

ORIGINAL RATE CARDS  
AVAILABLE FOR DOWNLOAD

Icons for various digital platforms:

- FACEBOOK
- NEWSLETTER
- LINKEDIN
- INSTAGRAM
- TWITTER
- WEBSITE
- YOUTUBE
- EVENTS

**MEDIUM touch points**

MEDIA BRANDS users can instantly see a mediums print / radio / online / mobile platforms together with social media and other initiatives such as exhibitions and conferences

MEDIA MANAGER SUBSCRIBERS



20 TOP  
OUT OF  
20 MEDIA PLACING  
FIRMS  
ADVERTISING  
AGENCIES



10 OUT OF 10 TOP PR CONSULTANTS



88% OF ALL  
ADVERTISING SPEND

OVER...



Individual Media Manager users

FROM... 150 companies

107,752 page views

9 min 11s  
average visit duration

3,187 downloads

\* Stats: July 2018

www.mediamanager.co.za

011-465-3704

083-230-0343

mikel@mediamanager.co.za

mediamanagersa



LinkedIn Ireland Unlimited Company

70 Sir John Rogerson's Quay  
Dublin 2  
Ireland

Registered in Ireland  
Company Number: 477441

TO WHOM IT MAY CONCERN

Date: 30<sup>th</sup> April 2021

**Re: Ayanda Mbanga Communications (Pty) Ltd.**

Dear Sir/Madam,

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

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

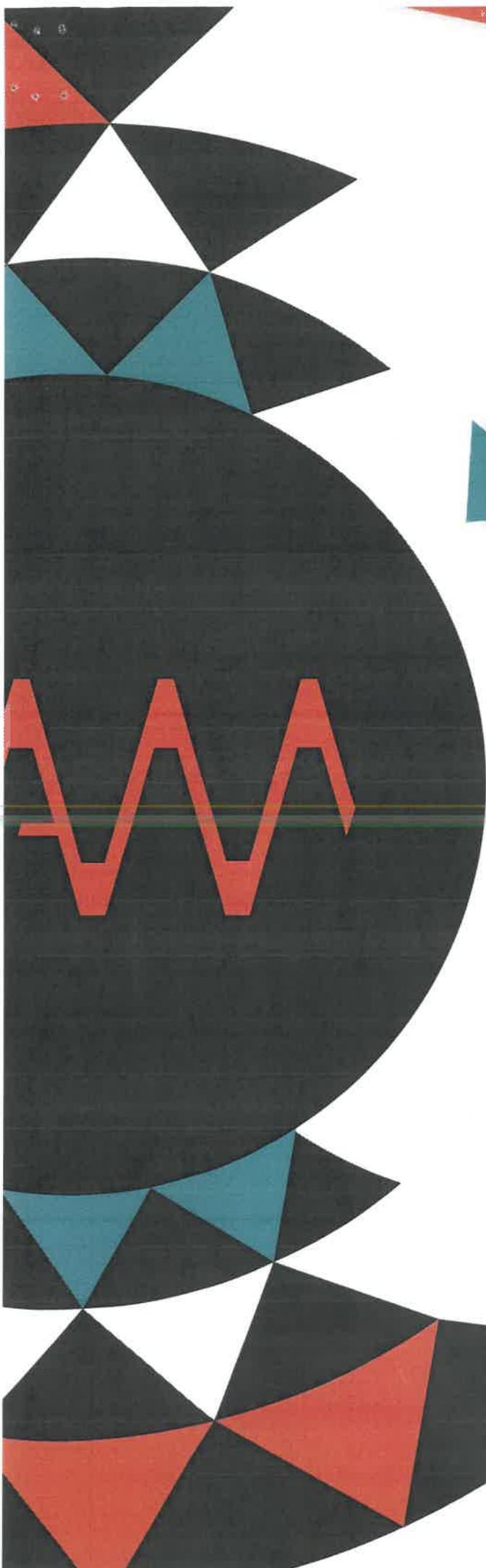
For any further information, please contact Omer Keser, LinkedIn Partner Manager [[okeser@linkedin.com](mailto:okeser@linkedin.com)].

Yours faithfully,

  
Ray McGrath

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





AMcomms  
THE CAN-DO COMPANY

AYANDA MBANGA COMMUNICATIONS (PTY) LTD  
WISHES TO THANK YOU FOR THE OPPORTUNITY  
TO MAKE THIS SUBMISSION.

## WHY PARTNER WITH US?



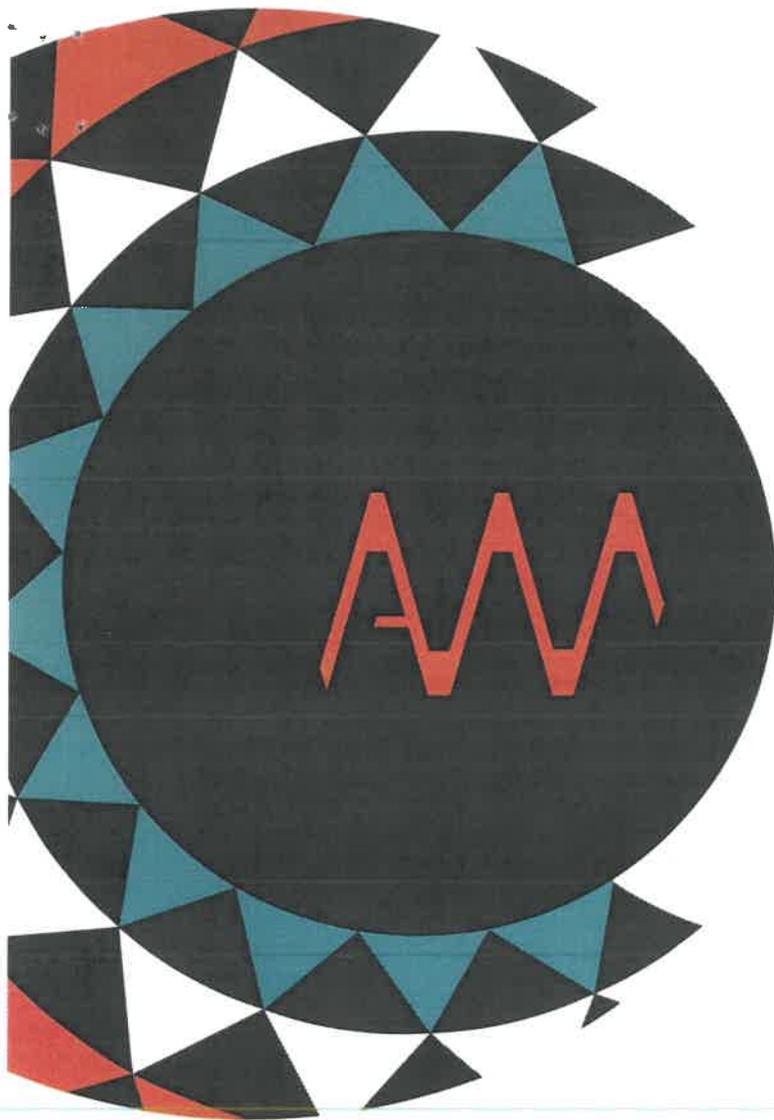
The benefits we bring to the equation are honed, tested, structured and supported by 21 years' experience and multiple awards in our field.

We are solution and branding specialists who pledge a perfect synergy between our capabilities and your needs.

We are able to advise well-planned branding strategies, rinsed through with creative concepts and a thorough knowledge of the effective application of all media formats, both traditional and digital.

Through the continuous practice of reviewing and refreshing our offerings, we are able to custom-design solutions for our partners that are **soundly business focused**.

We are an independent and spirited **CAN-DO** agency that understands what it takes to run a business and build a brand, because we do it ourselves every day, remarkably noting that our annual media billing is more than R40 million.



For us – as a **100% black female-owned** and managed company – our motto 'Nothing is Impossible' resonates with significance.

We bring together a team of **passionate and skilled** individuals who understand the advertising business, media buying, brands and strategy.

## WHAT WE DO

One thing we won't do is to see you as a client. We see you as a **partner**.

What we will do is strive for the best results...building your brand, making your mark, reaching your target audience.

Your business success is our success. You are not merely a project but a partner on the path of endeavour, improvement and excellence. Together we mould, plan, design and define the road map to the best results for your business, taking our own to continued heights of achievement as we work with you.

Give us your challenges, and we'll make them your **solutions** and your success.

## HOW WE DO IT

**By connecting our clients with our creativity, branding strategies, and outstanding media know-how.**

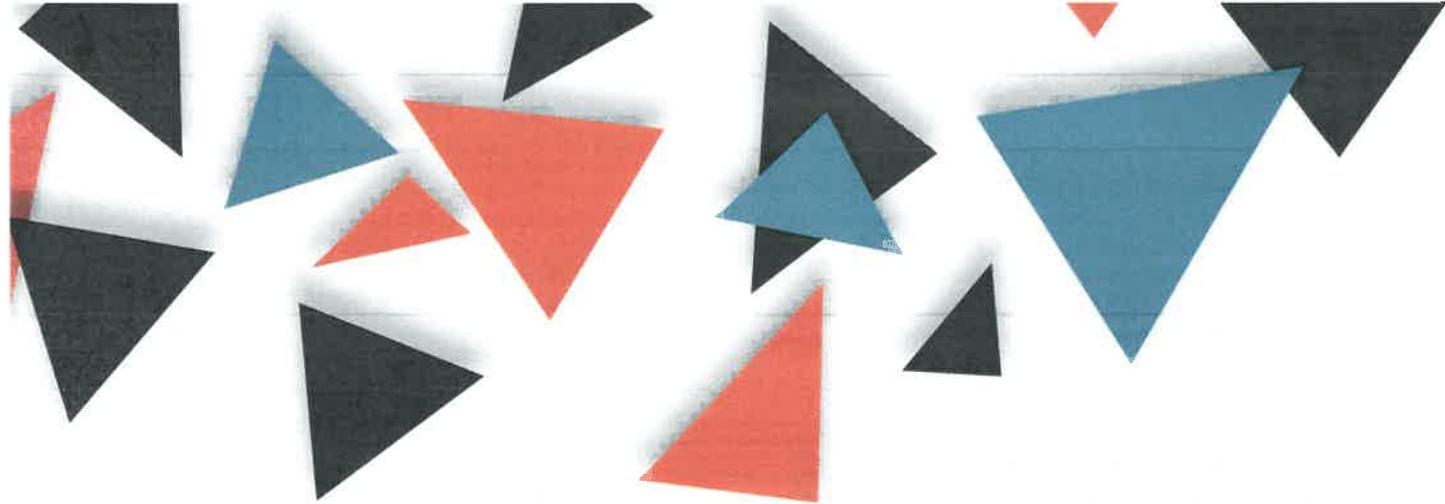
**Firstly, we look at how we can change the message.**

- Creativity is nothing without focused objectivity and originality.
- Copywriting, colour, image and design.
- That's what you're looking for – and that's what we bring.
- And not always in the way you expect.
- To motivate response, we motivate the message.
- Concise, simple, eye-catching. Different.
- We like to be different because that is the way you will stand out in this busy world.

**Your name and brand image must meld seamlessly. Build your brand with your story.**

**Secondly, we ensure that your brand is noticed.**

We like values and vision. Without a great story behind it, a logo has no kick. We tell your brand story in the way we connect words, meaning and effect. And we like to fire the emotion that truly connects brand with audience. Our strategy is to build brand into the message, vibrantly imprinting your brand's legacy and unique value into hearts and minds.



**We understand the power of the media. Emotion. Interest. Intrigue. And most powerfully, it must initiate response.**

**Thirdly, our media knowledge is prodigious. We can take you anywhere you want to go.** From print to posters, newspapers and magazines, to radio. Locally and internationally. Not to mention our favourite: the great online express communication of social media. Once we have your message, your brand and your goals, we strategise the best platform – best placing, best timing and best effect to reach your best target audience. In short, we design a campaign where the message will resonate most effectively. And be measured by results.

And talking of response... **CAN-DO** is the heart of our response to you.

On brand, on time, and on budget.

Action and determination.

Define the message.

Create the concept. Task the team.

Learn, adapt, improve.

Astonish.

Deliver

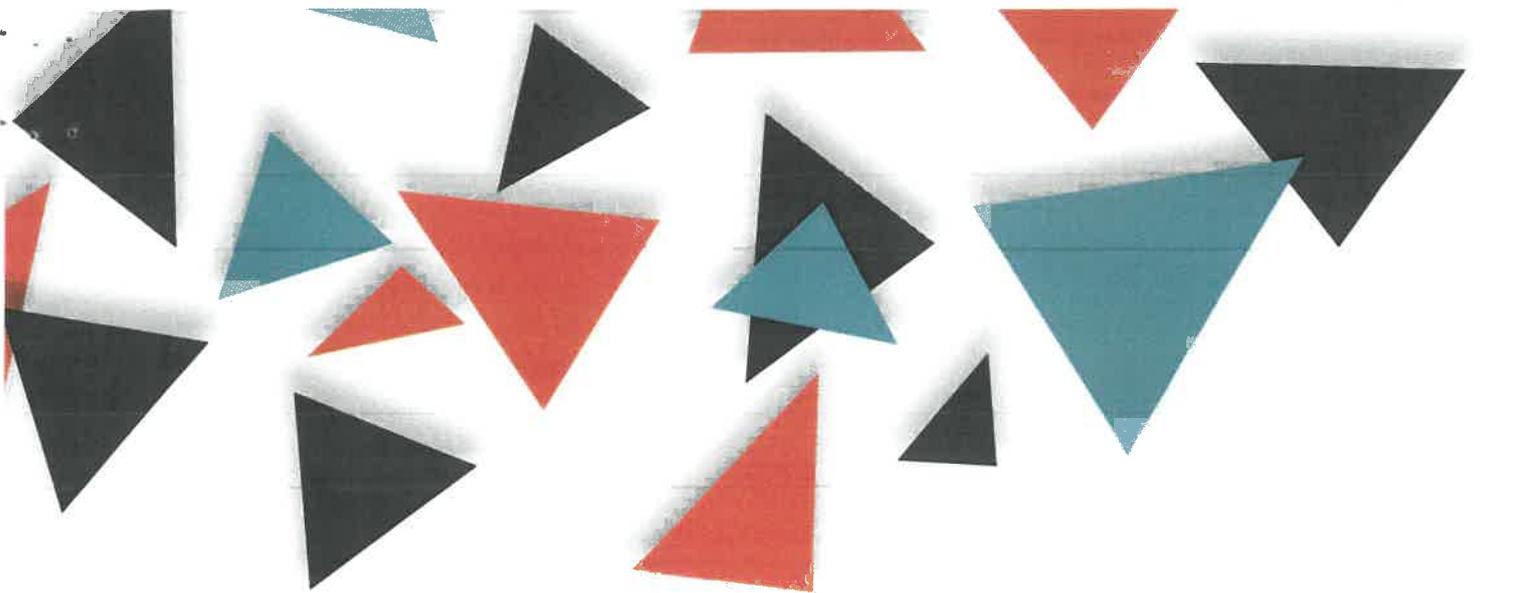
## WHY WE CAN DO IT

As one of the largest agencies of our kind, 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.

### Media Relationship

Our long-standing relationship with the various media houses, platforms, and specialist services, gives us:

- access to important industry trends and changes
- the ability to negotiate the best deadlines possible
- insight to media processes and their readership profiles
- the **broadest choice of media vehicles** with targeted response potential
- access to a **wide scope of media research** enabling more effective media planning and buying, and in a much shorter turnaround time
- the value of sound agreements with various local and international service providers to assist with placing ads in Africa and across the globe.



## INFRASTRUCTURE

- 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 systems operate on the widely recognised Chase system, allowing for fuss-free and accurate management of our clients' accounts and media reconciliations.
- As a member of the ACA (Association of Communication and Advertising), we continuously strive to uphold and adhere to the principles and practices of the governing body.
- We have been vetted and verified by Corexalance as an ethical agency who timeously meets our responsibilities?
- We are a certified LinkedIn partner in South Africa.
- We wield national leverage through fully equipped and functioning agency offices in Durban and Cape Town, both offering production support to the Johannesburg and Eastern Cape satellite offices.



member agency



## A TEAM TO KNOCK YOUR SOCKS OFF!

- We would not be able to do the best for you, if we didn't invest in the best for ourselves!
- A qualified and experienced **team of copywriters, designers and graphic artists** await you, ensuring that all advertisements have that emotional connection and visual spark and attraction your brand deserves.
- Highly experienced **media planners and buyers** can prove in-depth understanding and industry experience of the South African media landscape; researching and identifying the best possible print and online solutions to meet your specific needs.
- **Social media specialists** manage LinkedIn, Facebook, Twitter and other digital platforms, with both business acumen and canny technical skill.
- **Key Account managers** take individual and personalised care of all our partners.
- Our team provides 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.
- An **accounting team** that gets the numbers right through the application of trained eyes for detail and best practice.

# OUR FOOTPRINT

## Johannesburg

• [ayanda.mbanga@amcomms.co.za](mailto:ayanda.mbanga@amcomms.co.za) | 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, 2nd Floor, Durban 4001  
Our Durban team has been based in FNB House for the past 13 years. An innovative and dedicated unit.



## Eastern Cape

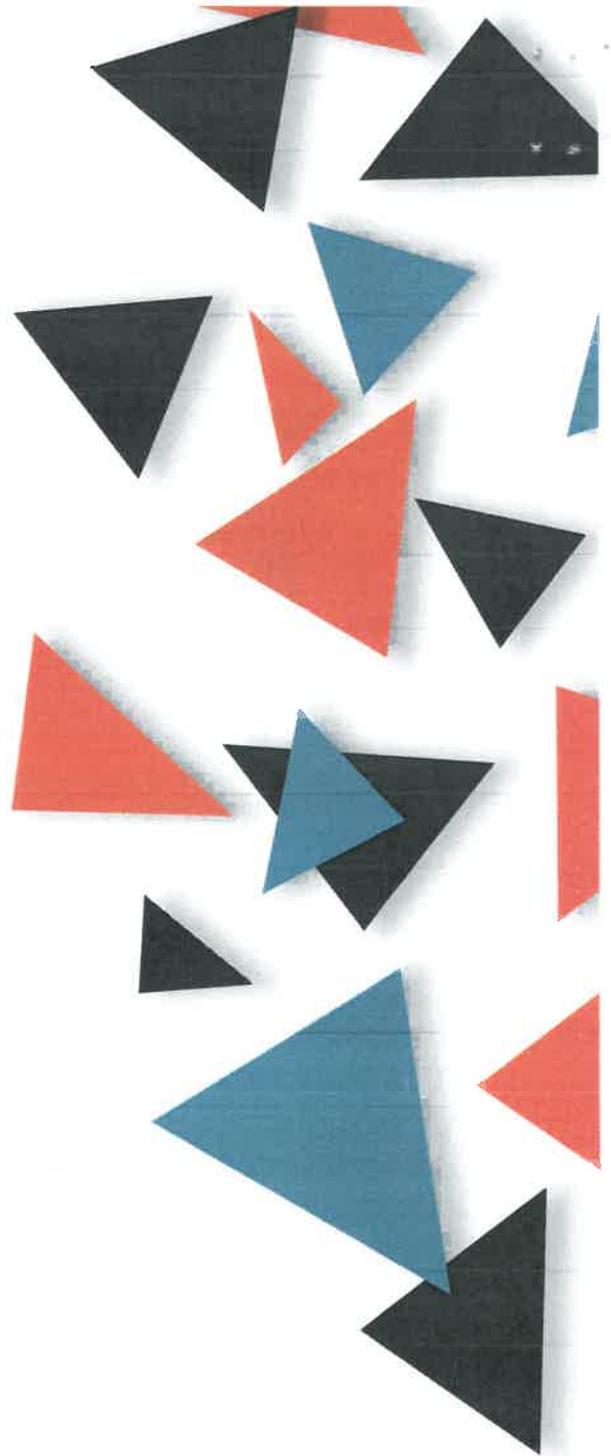
93 Nelson Mandela drive, MTHATA  
[wanda.douglas@amcomms.co.za](mailto:wanda.douglas@amcomms.co.za) / 060 329 9426  
[ayanda.mbanga@amcomms.co.za](mailto:ayanda.mbanga@amcomms.co.za) | 079 276 2651

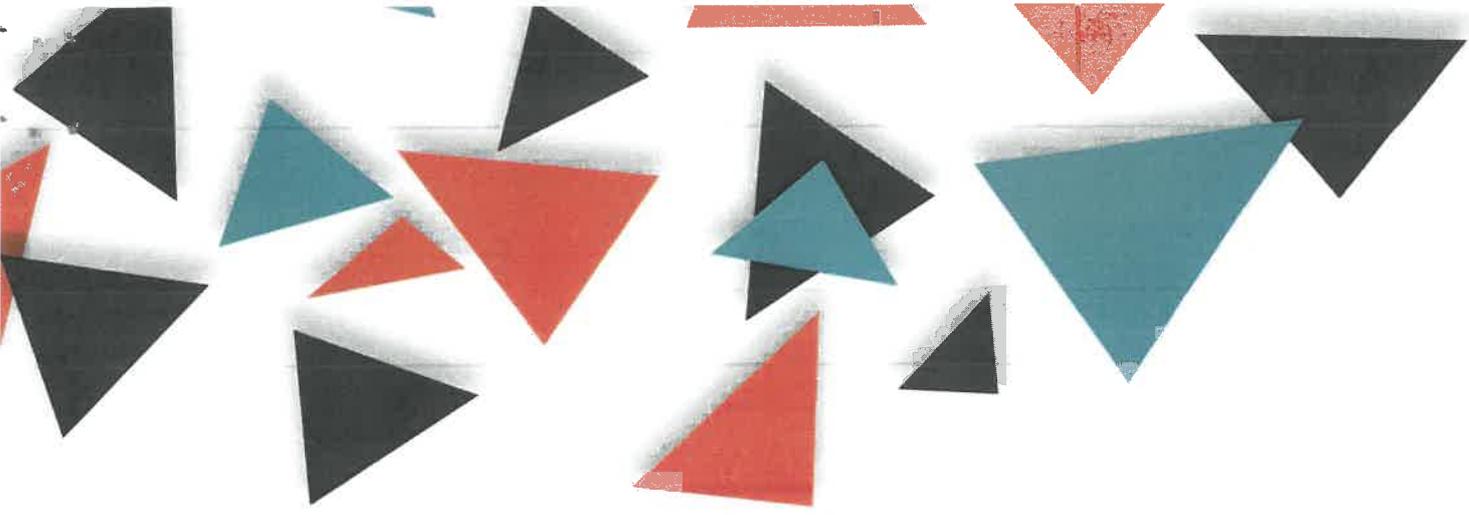


## Cape Town

Unit 10, The Stockyard,  
3 Ravenscraig Road,  
Woodstock 7925

We have just celebrated our second year in our Woodstock premises. Our light and airy offices are food for imagination and originality.





# OUR 2021 FEE STRUCTURE

## Production fee

Production fee is project specific and calculated based on content and design  
Media research and campaign development fee: R650,00 per hour

## Cancellation fee

Terms and conditions of media owner will apply

## Media rates

Media rates are determined by the media owners, who annually increase media rates in line with inflation, usually giving industry a month's notice. Media rate increases are done at Media owner discretion but are usually affected annually in January or June.

## Digital advertising

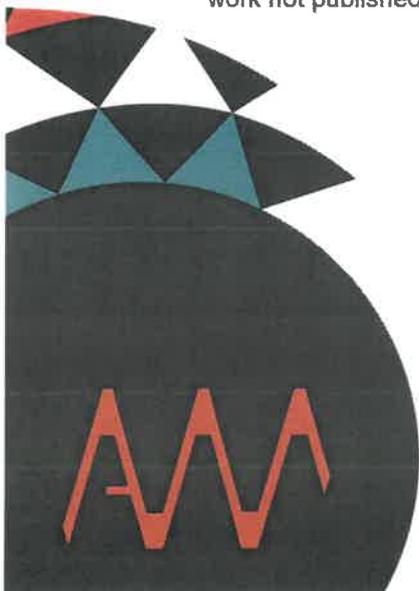
Processing and loading of digital and banner adverts at R450,00 per advert.

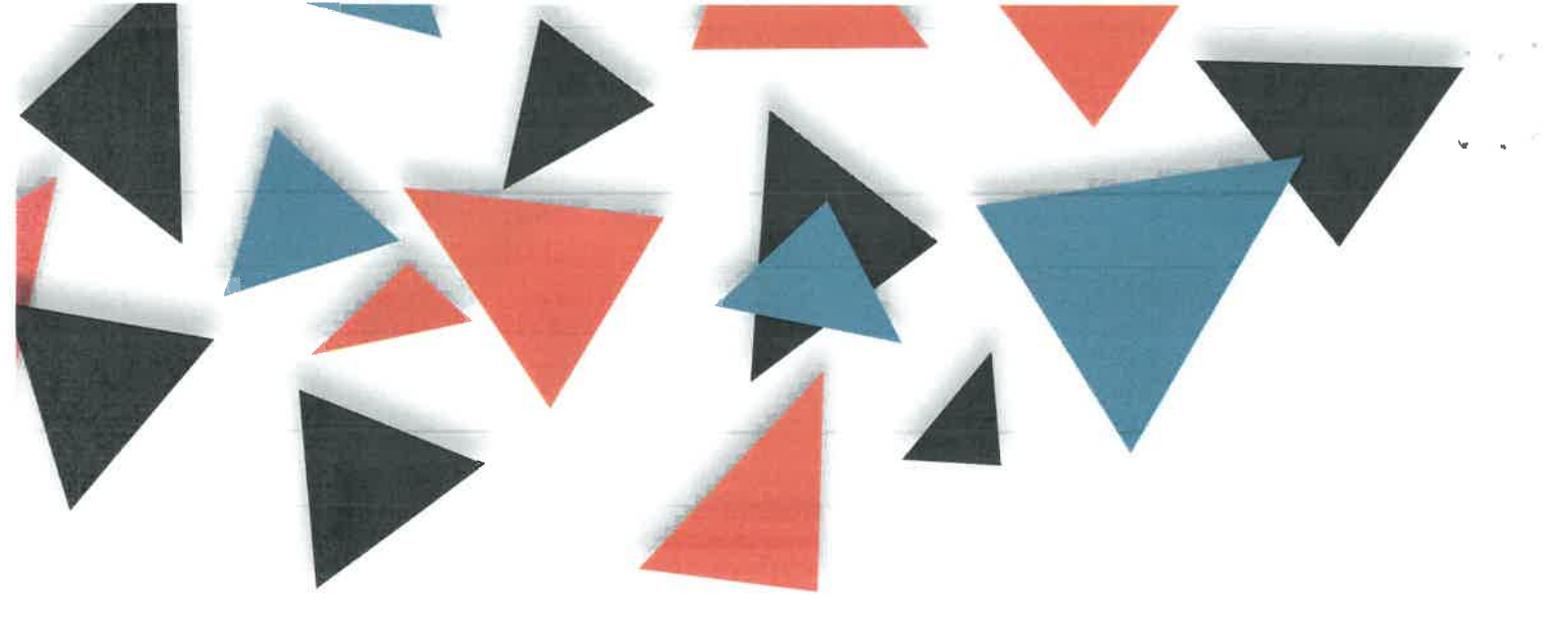
## Design fee

All campaigns, special concepts and design work at R650,00 an hour.

## Translation fee

- English/Afrikaans translation costs for all work published through AMComms carry no additional costs.
- Translation fees to/from English/Afrikaans to/from any other language, and any work not published through AMComms quoted at industry rates.





## OUR INCOME IS DERIVED FROM:

- 16,5% markup on the media bill
- Production fee of R30,00 per cm<sup>2</sup>.
- Design fee R650,00 per hour
- Digital campaign activation R450,00 per advert
- Media campaign research R650,00 per hour.

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

Distell  
iSimangaliso Wetlands Park  
Johannesburg Water  
Kaaop 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

## PROJECT METHODOLOGY

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

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

3 May 2021

To whom it may concern,

**Reference for Ayanda Mbanga Communications**

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

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

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

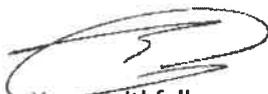
- Provide advertising services in various publication mediums, and other related needs.
- Provide media recommendations to the SAMRC in order to reach the correct target markets.
- Reduce risk factors associated with recruitment advertising.
- Provide the SAMRC with the LinkedIn Subscription package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

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

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

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

Thank you.

  
Yours faithfully,

**Eugene Philander**  
Chief Practitioner Officer: Supply Chain Management





UNIVERSITEIT  
iYUNIVESITHI  
STELLENBOSCH  
UNIVERSITY

100  
1918 · 2018

26 May 2021

### TO WHOM IT MAY CONCERN

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.

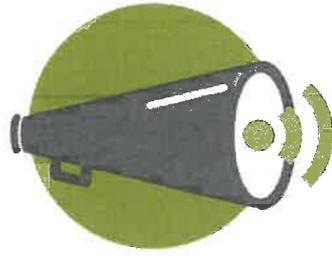
Our relationship is characterised by a mutual sense of professionalism, respect and high standards of service delivery. Their ability to deliver high quality work within deadline dates is consistent and very much appreciated by the University. With turnaround times in general set at two – three working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



**ECHOVINE**  
COMMUNICATIONS

19 November 2019

TO WHOM IT MAY CONCERN

**MEDIA BUYING**

This letter serves to confirm that Ayanda Mbanga Communications has acted as our media buyer to research, 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.

A handwritten signature in black ink, appearing to read 'Esme Brink', is written over a horizontal line that spans the width of the page.

**ESME BRINK**  
**PARTNER**

EchoVine Communications  
7 Slanghoek, Welgevonden Estate, Durbanville  
Partners: CG Brink | E Brink  
Tel. 081 7728 339

**NELSON MANDELA**  
UNIVERSITY

PO Box 77000, Nelson Mandela University, Port Elizabeth, 6031, South Africa [mandela.ac.za](http://mandela.ac.za)

North Campus  
Human Resources Department  
Tel. +27 (0)41 504 3555  
[www.hr@mandela.ac.za](mailto:www.hr@mandela.ac.za)

04 November 2019

To whom it may concern:

**SUBJECT: REFERENCE LETTER FOR AYANDA MBANGA COMMUNICATIONS**

This letter serves to confirm that Ayanda Mbanga Communications was successfully identified as the preferred service provider to provide recruitment and advertising services to Nelson Mandela University.

- The scope of work covers recruitment and advertising services using digital and print media.
- They were also required to assist in the development of EVP as part of employer brand positioning.

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Based on their quality performance delivery and high level of professionalism in executing their contractual obligations with Nelson Mandela University; we would recommend their services to any other services providers.

Kind Regards



**Ms Nandipha Sithuba**  
Senior Director: HR  
Nelson Mandela University  
[Nandipha.Sithuba@Mandela.ac.za](mailto:Nandipha.Sithuba@Mandela.ac.za)  
Tel: 041 504 3697

**TENDER Q 2021/051: MEDIA BUYING SERVICES FOR THE PROVISION OF TIME/SPACE ON DIGITAL AND RADIO BROADCASTING MEDIA PLATFORMS.**

**OUR FEE STRUCTURE:**

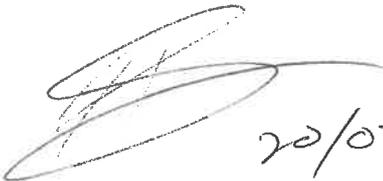
- **Production fee:**
  - Production fee is project specific and calculated based on content and design;
- **Cancellation fee:**
  - Cancellation of activations before platform cancellation deadline, carry no media costs;
  - Cancelled after cancellation deadline, will be billed at media owner rate card fee.
  - Production work already executed and cancelled will be billed at quoted rate.
- **Platform/Media rates:**
  - Media rates are determined by the media owners, who annually increase media rates in line with inflation, usually giving industry a month's notice
- **Design fee:**
  - All campaigns, special concepts and design work at R650,00 an hour

**OUR INCOME IS DERIVED FROM:**

- 16.5% markup on the media bill
- Design fee R650 per hour
- Media campaign research R650 per hour

**OUR OFFER TO CAPE WINELANDS DISTRICT MUNICIPALITY ON TENDER Q 2021/051**

- Media markup of 6.5% only on media bill.
- NO charge for media research on campaigns published through AMComms.

 20/07/21

## G. FORM OF OFFER

### OFFER

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

#### Q 2021/051: MEDIA BUYING SERVICES FOR THE PROVISION OF TIME/ SPACE ON DIGITAL AND RADIO BROADCASTING MEDIA PLATFORMS

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

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

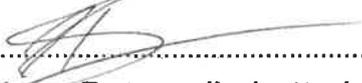
This offer may be accepted by the Employer by signing the Acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the Conditions of Formal Written Price Quotation, whereupon the bidder becomes the party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

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

Item	Description of Service	Cost of medium including VAT (fictitious amount for evaluation purposes)	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 20 000	16.5 %	*	10%

Indicate the period before placement in respect of which a cancellation fee will be payable, if applicable

- \* All activations cancelled prior to media booking cancellation deadline will carry no media cancellation fee.
- \* All media bookings cancelled after media cancellation deadline will be charged at media owner rate card fee.
- \* All production work already executed will be charged at full rate quoted..

Signature(s): 

Name(s): Helena Petronella Lottering

Capacity for the Bidder: Executive Director

Name of organization: Ayanda Mbanga Communications (Pty) Ltd

Name and Signature of Witness: Dean Houtzamer  Date: 20 July 2021

Cape Winelands District Municipality  
**QUOTATIONS**  
 Opened at 11h00 on

21 JUL 2021

Witness: 