SWARTLAND MUNICIPALITY

NOTICE SCM96/26/27

INFORMAL TENDER: CATERING SERVICES FOR SWARTLAND SPORT AND RECREATIONAL FESTIVAL

Swartland Municipality awaits quotations from suitably experienced service providers for Catering Services for Swartland Sport and Recreational Festival as per the specifications stated in the official bid documentation.

The documents are available on the municipal website, www.swartland.org.za , where it can be downloaded. The tender document is only available in electronic format on the website.

Quotations and all relevant documentation in a sealed envelope, clearly marked "Informal Tender SCM96/26/27 – Catering Services for Swartland Sport and Recreational Festival" must be deposited in the tender box at the Municipal Head Offices, on the cnr of Kerk and Voortrekker Street, Malmesbury, before 11h00 on Thursday 19 November 2026. No late quotations, electronic or faxed tenders will be accepted.

Bids will be evaluated in accordance with the Council's Preferential Procurement Policy and the attached specifications. The 80/20-preference point system will be used for the evaluation of the contract. The Preferential Procurement Policy will be available for perusal during normal office hours at the municipal offices.

For bidders to qualify for the advantages of the B-BBEE Act, they must thoroughly complete the attached Annexure MBD 6.1. **There will be no benefits if the schedule is not thoroughly completed. Preference points MUST also be claimed in paragraph 6.1.** Bidders are required to submit **original and valid B-BBEE Status Level Verification Certificates or certified copies** thereof together with their bids, to substantiate their B-BBEE rating claims. Bidders are also required to submit **Proof of Locality** in order to claim points for locality.

This Bid is subject to the General Conditions of Tender and if applicable, any other Special Conditions of Tender. Tenders may only be submitted on the tender document that is issued.

Technical enquiries regarding this tender may be directed to Ms. Chantal Arendse at 022-487 9400.

Swartland Municipality is not obliged to accept the lowest, any part of a bid or a bid.

Municipal Offices **JJ SCHOLTZ**
MALMESBURY **MUNICIPAL MANAGER**
10 November 2026

SWARTLAND MUNICIPALITY

SCM96/26/27

CATERING SERVICES FOR SWARTLAND SPORT AND RECREATIONAL FESTIVAL

Munisipaliteit
Municipality
Umasipala

TENDER DOCUMENT

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SWARTLAND MUNICIPALITY
TENDER No SCM96/26/27

GENERAL CONDITIONS OF TENDER

1. INTERPRETATION

The word "Tenderer" in these conditions shall mean and include any firm of suppliers or any company.

2. CONTRACT TO BE BINDING

The formal acceptance of this tender by the Swartland Municipality will constitute a contract binding on both parties and the Swartland Municipality may require sureties to its satisfaction from the supplier, for the due fulfilment of this contract.

3. PRICES

Prices must be quoted in the currency of the Republic of South Africa.

4. MODE OF TENDER

All tenders shall be completed and signed. All forms and specifications shall be signed and returned with the tender document. The lowest or any tender will not necessarily be accepted.

5. SIGNING OF DOCUMENTS

Tenderers are required to return the complete set of documents, duly signed.

6. PERIOD OF VALIDITY FOR TENDERS AND WITHDRAWAL OF TENDER AFTER CLOSING DATE

All tenders must remain valid for a period of 90 days from the closing date stipulated in the tender document.

Penalty provisions

Should the successful tenderer:

a. withdraw his tender during the period of validity:
or
advise Swartland Municipality of his inability to fulfil his contract or fail to fulfil his contract:
or
fail to sign the agreement or provide the required surety (if required) within the time period stipulated in the addendum to the tender, or within an extension of such period as may be approved by the Swartland Municipality in writing and in advance:

he will be held responsible for and is obliged to pay the Swartland Municipality:

all expenses incurred to invite new tenders, should it be necessary:

b. the difference between his tender price (inclusive of escalation) and

. a less favourable tender price (inclusive of escalation) accepted in its stead by the Swartland Municipality from the tenders submitted in terms of his contract
or
. a new tender price (inclusive of escalation)

and the Swartland Municipality shall, in its own discretion decide whether or not it wishes to accept such less favourable tenders or new tenders as intended above.

The Swartland Municipality reserves the right not to accept the lowest or any tender and that reasons for the acceptance or rejection of any tender submitted will not be divulged by the Swartland Municipality.

7. VALUE ADDED TAX

VAT must be excluded in the item price, but shown separately and added at the total pricing.

8. AUTHORITY TO SIGN TENDER DOCUMENTS

In the case of a tender being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Swartland Municipality at the time of submission of the tender that the tender has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the company.

9. GUARANTEE

All hardware equipment shall be guaranteed against any defects for a minimum period of 3 years from date of delivery.

10. SUBMITTING OF TENDER

A tender box is provided for the deposit of tenders at the address given in the advertisement and no tender will be considered which, subsequent at the closing hour for tenders as stipulated in the relative advertisement, may be deposited in this or any other box.

11. COMPATIBILITY

All hardware and software should be compatible with the Swartland Municipalities network computer equipment. If the tender supplies hardware or software that is not compatible with the network, the tenderer will be responsible for all expenses to make the supplied equipment compatible.

12. MAINTENANCE AND/OR LICENCE FEES

All maintenance and/or license fees required by the system must be indicated on an annual payment charge/basis.

13. DEFINITIONS

Unless inconsistent with or expressly indicated otherwise by the context:

13.1 APPROVED or APPROVAL shall mean APPROVED or APPROVAL by the Swartland Municipality.

13.2 CONTRACTOR shall mean the tenderer whose tender has been accepted by the Swartland Municipality and shall include the tenderer's legal personal representative, heirs, successors and assigns.

13.3 CONTRACT PRICE shall mean the price tendered by the contractor and accepted by the Swartland Municipality for the execution of the contract.

13.4 DATE OF DELIVERY shall mean the date stipulated in the contract for the delivery of the goods.

13.5 DATE OF TENDER shall mean the date and time on which tenders are due to be deposited in terms of the advertisement calling for tenders.

13.6 GOODS shall mean the hardware equipment, materials, software, services and documentation to be supplied under the contract.

13.7 MONTH shall mean calendar month.

13.8 SITE shall mean the buildings or ground or any other place in which or on which or over which the goods are to be stored, installed or used.

13.9 SPECIFICATION shall mean the specifications stipulated in the Conditions of Tender.

14 COMPLETE ACCEPTANCE OF CONDITIONS

14.1 The tenderer shall be deemed to know and understand the Conditions of Tender and the submission of a tender shall presume complete acceptance of the said conditions. The non-acceptance or variation of any of these conditions or the inclusion of any other conditions may at the discretion of the Swartland Municipality, render the tender liable to rejection.

14.2 It will be accepted that the tenderer, on submitting a tender has acquainted himself with the location and suitability of the site as well as any factors which might affect the installation and effective operation of the equipment.

15. FIRM TENDERS

15.1 Tenderers must quote all prices in South African currency and any discount allowed to the Swartland Municipality must be stated in the tender form. Any form of levy or charge that will be made to Swartland Municipality, such as customs and excise duty, delivery, installation, etc. must be included in the quoted prices and details of the prices must throughout the tender be compiled and stipulated as follows:

Unit Price, Additional Costs (giving particulars), import cost, any other costs, VAT exclusive. **VAT must be included in grand total**.

15.2 Tenderers must indicate clearly all item prices, which would be subject to exchange rate fluctuation and must also clearly state the rate of exchange the prices are based upon. Swartland Municipality will not be liable for payment of import charges, rate of exchange fluctuations or any other costs for charges.

15.3 A contractor shall at his own cost and within fourteen days of the date of written notification of acceptance of his tender, obtain forward exchange cover from a bank to safeguard himself against fluctuations in the rate of exchange and shall notify Swartland Municipality immediately in writing of the covered exchange rate and the firm price of the goods.

15.4 All prices submitted by tenderers shall be firm and free from any and/or all fluctuations.

16. GENERAL

16.1 Information contained in the successful tender will form part of any formal agreement entered into between the Swartland Municipality and the successful tenderer(s). Should there be any difference and discrepancy between the prices or particulars contained in the official form of tender and those contained in a covering letter from the tenderer, the prices or particulars contained in the official form of tender shall in all circumstances prevail.

16.2 Should the Swartland Municipality deem it necessary, the tenderer must give a demonstration of the proposed equipment and/or software, preferably at an existing user-installation. The costs involved must be born by the tenderer. The tenderer must also provide a list of installations where the proposed equipment is working effectively.

16.3 No tender sent through the post shall be considered unless the tender documents are received by Swartland Municipality by the closing time for tenders unless telegraphic confirmation of such posting, specifying clearly:

(a) The name of the tenderer;

(b) The contract for which such tender is being submitted;

(c) The price against each item tendered for, and

(d) The delivery period offered,

is received before such closing time and the relevant tender documents were despatched before such closing time. Proof of the timeous posting of the tender must be submitted by the tenderer to the satisfaction of the Swartland Municipality.

17. QUALITY AND GUARANTEE

17.1 The risk in all goods shall remain with the contractor until such goods have been delivered to the Swartland Municipality.

18. VARIATIONS

In the event of tenders being offered for goods differing or varying from the requirements of the specification all such variations shall be clearly indicated as described in the tender.

19. PACKING

All goods shall be packed securely in such manner as to prevent damage during loading, transport and offloading. Unless otherwise specified, packing cases and packing materials are included in the contract price, and shall be and remain the property of the Swartland Municipality.

20. DELIVERY

20.1 Tenderers shall state in their tenders and on the form of tender the minimum time required to deliver the goods specified in the tender. Delivery shall be made in accordance with the requirements set out in the special conditions and specifications.

20.2 All goods from this tender shall be supplied only when ordered upon an official letter of form or order issued by the Swartland Municipality. Delivery shall be made free of all charges.

21. HOURS OF DELIVERY

21.1 All Swartland Municipality's buildings are open for the receipt of goods on week-days from 08:00 to 13:00 and 13:45 to 16:45, but are closed on Saturdays, Sundays and public holidays

22. PAYMENT

Swartland Municipality pay their creditors on 30 days after receipt of statements. No exceptions will be handled.

23 DISCREPANCIES

The tenderer must refrain from under-tendering. Should there appear to be any discrepancies, ambiguities of want of agreement in description, dimensions, qualities or quantities in the contract, the contractor shall be obliged to refer the matter to the Swartland Municipality for decision before proceeding to execute the delivery of goods or part thereof in respect of which the said discrepancies, ambiguities of want of agreement appears to exist.

24. LAW TO APPLY

The accepted tender shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Swartland Municipality and the contractor in regard to the tender shall be settled in the Republic of South Africa.

25. OFFERING OF COMMISSION OR GRATUITY

If a tenderer or any person employed by him, is found to have either directly or indirectly offered, promised or given to any Swartland Municipality or person in the employ of the Swartland Municipality, any commission, gratuity, gift or other consideration, the Swartland Municipality shall have the right summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to disqualify the tender or cancel the contract without paying any compensation to the aforesaid tenderer or contractor. The tenderer will be responsible for all and any loss Swartland Municipality suffers as a result hereof.

26. PROTECTION OF INFORMATION

All tenderers will regard all information of Swartland Municipality that becomes known to them as confidential and shall use their best endeavours to ensure that they or any of their employees or any other person under their supervision or control shall not divulge such information to any third party.

27. DAMAGE TO PERSONS AND PROPERTY

The Tenderer shall indemnify and keep indemnified the Swartland Municipality against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the execution and maintenance of the goods supplied and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

28. INSURANCE

Swartland Municipality will not be liable for any injuries and/or damages the tenderer may suffer at any premises of Swartland Municipality

29. CONDITION OF FINAL ACCEPTANCE

It is a condition of tender that the Tenderer shall have carried out a full and detailed inspection of all Tender Drawings and Documents. No claim of any nature whatsoever will be considered after the submission of tenders, due to failure on the part of the Tenderer to fulfil this obligation. The Swartland Municipality reserves the right to accept any section or combination of section of a tender and does not bind himself to accept the lowest on any tender.

The final acceptance resides by the Swartland Municipality and will only be given after delivery, installation and effective and efficient utilization thereof has been approved by the person responsible on behalf of Swartland Municipality.

30. PERFORMANCE GUARANTEE

After installation and implementation of the equipment sub-second reaction time with respect to master maintenance, shall be guaranteed, and further that the equipment shall comply with the specifications, conditions and terms as expounded in the tender document. The maintenance agreement conditions must include a performance clause with a thirty (30) day mutual cancellation period.

31. PENALTIES

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 32.

32. TERMINATION FOR DEFAULT

Swartland Municipality, 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.

33. EXPANDING THE AWARD

Swartland Municipality can only refer back to this tender for additional purchases of the same product with the same specifications at the same price at a later stage if it is agreed upon in writing of both parties intention. Swartland Municipality can only exercise this right within 12 months after award of this tender unless stated otherwise within the specifications of the tender.

34. TENDER BOX

The tender box is only accessible during normal office hours: Monday-Thursday: 08h00-13h00, 13h45-17h00; Friday: 08h00-13h00, 13h45-15h45.

35. CONSENT FOR THE PROCESSING OF PERSONAL INFORMATION in terms of the Protection of Personal Information Act, Act 4 of 2013 ('POPIA')

I hereby authorise Swartland Municipality to use, review and process any personal information (as defined in POPIA) provided in this form in support of the application made hereby.
I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information and hereby give my consent to the Swartland Municipality to collect, process, store and distribute relevant personal information where the Municipality may be required to do so, solely in respect of this application, and to dispose of such personal information as required by law, on the understanding that the Municipality:

- implements reasonable security safeguards designed to protect personal data from loss, misuse, alteration, destruction or damage; and
- takes steps to limit access to personal data to those officials who need to have access to it.

I hereby accept the "General Conditions of Tender", and declare that I have read and understand the conditions:

…… **……**
Name in blockletters **Date**

……..
Signature of Tenderer

MBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SWARTLAND MUNICIPALITY					
BID NUMBER:	**SCM96.26.27**	CLOSING DATE:	**19 November 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**CATERING SERVICES FOR SWARTLAND SPORT AND RECREATIONAL FESTIVAL**				

BID RESPONSE DOCUMENTS **MUST** BE DEPOSITED IN THE BID BOX SITUATED AT

MUNICIPAL HEAD OFFICES
CNR OF KERK AND VOORTREKKER STREET
MALMESBURY
The tender box is only accessible during normal office hours: Monday-Thursday: 08h00-13h00, 13h45-17h00; Friday: 08h00-13h00, 13h45-15h45.

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
CONTACT PERSON						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ 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]						
SIGNATURE OF BIDDER	.....		**DATE**			
CAPACITY UNDER WHICH THIS BID IS SIGNED						

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Ms. Chantal Arendse
CONTACT PERSON	Mr. Pieter Swart	TELEPHONE NUMBER	022-4879400
TELEPHONE NUMBER	022-4879700	E-MAIL ADDRESS	mayoradmin2@swartland.org.za
E-MAIL ADDRESS	swartp@swartland.org.za		

MBD1

PART B
TERMS AND CONDITIONS FOR BIDDING

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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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 OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……...

COMPLIANCE WITH THE PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013

1 The Parties acknowledge their respective obligations to comply with the applicable provisions of the Protection of Personal Information Act, 4 of 2013 (hereinafter referred to as "**POPIA**").

2 Where any Party receives any personal information as defined in POPIA it shall ensure that it fully complies with the provisions of POPIA and only deal with the personal information to fulfil its obligations under this Agreement. The personal information received shall not be further processed or disclosed without the consent of the disclosing party.

3 Each party therefore understands and agrees, notwithstanding any contrary provision in any other agreement between the parties, that each party retains its full rights to pursue legal or equitable remedies in the event of any breach or threatened breach of the provisions dealing with POPIA, and may prevent the other party, any of its agents or subcontractors, or any third party who has received records from that party from violating this Agreement by any legal means available. Each party further understands that violation of the provisions dealing with POPIA may subject that party to applicable legal penalties, including those provided under POPIA.

4 Within 30 (thirty) days after the termination of this Agreement, for whatever reason, the receiving party of either party`s personal information shall return same or at the discretion of the disclosing party of such personal information, destroy such personal information, and shall not retain copies, samples, or excerpts thereof except where legislation requires the receiving Party to retain the personal information. In such a case, the receiving Party shall return or destroy such personal information, within 30 (thirty) days after the required legislative duration to retain the personal information has lapsed.

5 In cases where the disclosing party has elected for the personal information to be destroyed, as provided for in clause 4 above, the receiving party shall, within 10 (ten) days of receiving the instruction to destroy the personal information, send an affidavit confirming the destruction of personal information.

....
Name in blockletters **Date**

.....
Signature of Tenderer

INFORMAL TENDER NO. SCM96/26/27

AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I, ..., chairperson of the board of directors of ….....…, hereby confirm that by resolution of the board **(copy attached)** taken on ..... 20…, Mr/Ms ..... acting in the capacity of ....., was authorized to sign all documents in connection with this tender for contract ……. and any contract resulting from it on behalf of the company.

As witnesses :

1. ..... Chairman : .....

2. ..... Date : .....

Tenderers must attach a copy of the Resolution of the Board.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as ....hereby authorize Mr/Ms ... , ... acting in the capacity of ....to sign all documents in connection with the tender for Contract ....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ..... , authorised signatory of the company .... , acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract ..... and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

I, ... hereby confirm that I am the sole owner of the business trading as

.....

As witnesses:

1. ..... Signature : Sole owner: .....
2. ..... Date : .....

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as .... hereby authorize Mr/Ms ..... acting in the capacity of ..... , to sign all documents in connection with the tender for Contract ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key-partners upon who rests the direction of the affairs of the Partnership as a whole.

REGISTRATION OF SUPPLIERS ON THE CENTRALISED SUPPLIER DATABASE

Recent development in terms of Municipal Supply Chain Management prescripts require that all prospective suppliers register on the National Treasury Centralized Supplier Database (CSD).

The CSD is a single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government.

The benefits to suppliers for registering on the CSD are:

- Supplier will only be required to register once when they do business with government
- A supplier will be able to ensure their data is up-to-date, complete and accurate;
- Standardised and electronic verification of supplier information leading to reduced fraud with paper copies and manual processes;
- Supplier will not be required to submit physical tax clearance and business registration certificate to organs of state; and
- Single source of supplier information to all organs of state

Registration on the CSD is via the following website: https://secure.csd.gov.za/.

- All suppliers are required to complete information on the CSD website and must ensure it is complete, accurate and comprehensive. The following would be amongst the required information:
- Supplier information i.e. supplier type, identification number, supplier name, trading name and country of origin;
- Supplier contact i.e. preferred contact person, preferred communication method, e-mail address, cell phone number, telephone number, etc. ;
- Supplier address i.e. country, province, municipality, city, suburb, ward and postal code;
- Bank account information;
- Supplier tax information;
- Ownership information, i.e. name and identification number of directors, members etc.;
- Association to any other suppliers i.e. branch, consortium members etc.; and
- Commodities the supplier can supply.

A valid email address, identity number, cell phone number and bank account details are mandatory in order to register on the CSD.
No proof of documentation is necessary as the CSD will electronically validate and authenticate all the information. Your entity will be issued with a unique CSD number (MAAA…….), which will be used as a reference and must be stated on all quotations and tenders as from 1 July 2016.

With effect from 1 July 2016, Swartland Municipality must use and verify a supplier's registration on the CSD. Therefore, you are required to please comply and register on the CSD.

Failure to register may result in Swartland Municipality not being able to conduct business with your company/entity.

BIDDER CSD NUMBER: MAAA..... (MUST be provided)

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:……..

3.2 Identity Number: ……

3.3 Position occupied in the Company (director, trustee, shareholder[2]):……..

3.4 Company Registration Number: ……

3.5 Tax Reference Number:……

3.6 VAT Registration Number: ……

3.7 The names of all directors / trustees / shareholders, members and their individual identity numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ….……

……..

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

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

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

[2] Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? ……**YES / NO**

3.9.1 If yes, furnish particulars.……..……..

……

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? …… **YES / NO**

3.10.1 If yes, furnish particulars.

Full Name of Director / Trustee / Manager / Shareholder	**Relationship**	**Related Party's Name**	**State Organisation**

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

……
……

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

……
……

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

Full Name of Director / Trustee / Manager / Shareholder	**Relationship**	**Related Party's Name**	**State Organisation**	**Capacity of Related Party**

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or 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**

3.14.1 If yes, furnish particulars:
……..
……..

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Capacity in Company

I hereby declare that the company (bidder), or any director of the company (bidder), do not have, and do not anticipate having any conflict of interests, relating to a bidder/contractor of Swartland Municipality and are neither receiving remuneration (consulting engineer fees) by a contractor for which the consulting service is intended. If any conflict of interests arises, I shall notify the municipality in writing, immediately. The municipality will not make any award to a bidder/s also contracting/contracted with the employer's contractor for which the services are required.

…….. ……..
Signature **Date**

…… ……
Capacity **Name of Bidder (Company)**

If any information in this declaration change, the municipality should immediately be informed, and a new declaration form must be completed and signed. If found afterwards that any information in this declaration is false, services will be terminated with immediate effect, and the municipality will be forced not to conduct any further business with the relevant bidder.

MBD 6.1

PREFERENCE AND LOCALITY POINTS CLAIM FORM IN TERMS OF COUNCIL'S PREFERENTIAL PROCUREMENT POLICY

This preference form must form part of all bids invited. It contains general information and serves as a claim form for points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution and Locality

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.3 Points for this bid shall be awarded for:
(a) Price;
(b) B-BBEE Status Level of Contributor;
(c) Business situated in the Swartland Municipal area; and
(d) Business situated in the Western Cape

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
BUSINESS SITUATED IN SWARTLAND MUNICIPALITY	8
BUSINESS SITUATED IN WESTERN CAPE	2
Total points for Price, B-BBEE and locality must not exceed	**100**

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

1.6 A tenderer failing to submit proof of locality with his quotation/tender will score 0 points for locality.

1.7 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) **"Locality"** means the local suppliers and/or service providers which has a permanent operational office, where business is conducted from, located within the Municipal area and, or Province, excluding short or medium term lease agreements, or building site offices.
(h) **"prices"** includes all applicable taxes less all unconditional discounts;

(i) **"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;

(j) **"Proof of locality"** means –
1) a municipal account in the name of the tenderer not older than 90 days;
2) a valid lease agreement where the tenderer is the lessee;
3) an official letter from the bank confirming the registered business address of the tenderer; or
4) (i) an affidavit by the tenderer stating that he occupies the premises for business use; and
   (ii) an affidavit by the owner of the property stating that the tenderer occupies the premises for business use; and
   (iii) a municipal account of the premises in the name of the owner, not older than 90 days where the tenderer does not have a municipal account in his name, and does not have a lease agreement

(k) **"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;

(l) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(m) **"valid lease agreement"** to accompany a bid in support of the bidder's locality claim, which must include verifiable information in respect of the following:
- (i) Parties to the agreement
- (ii) Property leased
- (iii) Lease period
- (iv) Lease amount
- (v) **Signed by both parties** (lessor & lessee)

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

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

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

4.1 In terms of Council's Preferential Procurement Policy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	5	10
2	4.5	9
3	4	8
4	2.5	5
5	2	4
6	1.5	3
7	1	2
8	0.5	1
Non-compliant contributor	0	0

4.2 In terms of Council's Preferential Procurement Policy, points must be awarded to a bidder for locality in accordance with the table below:

Locality of supplier	Number of Points for Locality (90/10)	Number of Points for Locality (80/20)
Within the boundaries of the Western Cape	1.5	2
Within the boundaries of Swartland Municipality	3.5	8

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4, 4.1 AND 4.2

6.1 B-BBEE Status Level of Contributor: …..... = …… (maximum of 10 points)
Within the boundaries of the Western Cape: = …… (maximum of 2 points)
Within the boundaries of Swartland Municipality: = …… (maximum of 8 points)

TOTAL POINTS CLAIMED:	

(Points claimed in respect of paragraph 6.1 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 and proof of locality.

*Refer to paragraph 2(i) regarding "**Proof of locality**".*

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:
i) What percentage of the contract will be subcontracted.....……%
ii) The name of the sub-contractor……..

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

8.1 Name of company/firm:…….

8.2 VAT registration number:……

8.3 Company registration number:…….

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

……

……

……

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: …….
Registered Account Number: …….
Stand Number:…….
A copy of the latest municipal account of company and directors MUST be included in tender document

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

9. LIST THE ENTERPRISE'S TRACK RECORD OF SIMILAR / RELATED COMPLETED AND CURRENT CONTRACTS.

Work performed	For whom	Contact Person and Telephone Number	Contract Amount	Date of Completion

10. SUBCONTRACTORS (IF ANY) TO BE USED FOR THE EXECUTION OF THIS PROJECT.

Name of company	Tel. No and contact person	BBBEE Status (Contribution Level)	Type of service	Value

***Note:* A letter of acceptance of each identified subcontractor must be submitted.**

11. DETAIL ALL THE TRADE ASSOCIATIONS/ PROFESSIONAL BODIES IN WHICH THE ENTERPRISE HAS MEMBERSHIP, AND DATES JOINED: (COMPULSORY) (E.G. CIPC; CIDB; NHBRC) REGISTRATION NUMBER MUST BE PROVIDED. WILL INVALIDATE BID FOR NON-COMPLIANCE

.....

.....

.....

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

i) The information furnished is true and correct;
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. …….	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS …….. ……..

MBD 7.1

PURCHASE OF GOODS/WORKS

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **SWARTLAND MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **SCM96.26.27** 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 time of 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);
   - Technical Specification(s);
   - 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 goods and/or works 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 fulfilment 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 (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

DATE …….

WITNESSES

1. ……..

2. ……

DATE: …….

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

……... **……..**

Signature **Date**

…… **……..**

Position **Name of Bidder (Company)**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

SCM96/26/27: CATERING SERVICES FOR SWARTLAND SPORT AND RECREATIONAL FESTIVAL

in response to the invitation for the bid made by:

SWARTLAND MUNICIPALITY

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] 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.

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

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 Date

…… ……

Position Name of Bidder

SPECIFICATIONS
2027 Swartland Sport and Recreational Festival –
Catering specs for participating clubs and all support staff

Breakfast packs

1. Breakfast packs for **840** people
    a. Egg and cheese toasted sandwich packed in decent packaging

Lunch packs

1. Lunch packs for **1 000** people
    a. 2x fried chicken pieces
    b. Portion of natural potato-fried chips
    c. 1x buttered hamburger roll
    d. 1x 300 ml cooldrink

Additional information

Breakfast Packs

1. Packed in decent packaging and sealed to keep the temperature.
2. Must be packed as follows:
    a. 8x 20 sandwiches per box
    b. 8x 15 sandwiches per box
    c. 16x 30 sandwiches per box
    d. 4x 17 sandwiches per box
    e. The balance of 12 sandwiches must be clearly marked

3. Delivery to the clubhouse at the sport facility address on the specific date and time: **Alpha Sportsground in Malmesbury - Saturday, 27 February 2027 at 06h30**

Lunch Packs

4. Packed in decent packaging and sealed to keep the temperature.
5. Lunch packs must be packed as follows:
    a. 8x 20 packs per box
    b. 8x 15 packs per box
    c. 16x 30 packs per box
    d. 4x 17 packs per box
    e. The balance of 160 packs must be clearly marked

6. Lunch packs must be delivered to the clubhouse at the sport facility address on the specific date and time: **Alpha Sportsground in Malmesbury - Saturday, 27 February 2027 at 12h00**

PRICING SCHEDULE

Name of Bidder……....	Bid Number: **SCM96.26.27**
Closing Time: **11H00**	Closing Date: 1**9 November 2026**

OFFER MUST BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

All corrections in the Pricing Schedule shall be done by deleting, re-writing and initialling next to the amendment. The use of correction fluid is prohibited.

	ESTIMATED QTY	DESCRIPTION	UNIT PRICE	TOTAL
1.)	840	Breakfast packs		
2.)	1 000	Lunch packs		
			Sub-Total	
			VAT	
			GRAND TOTAL	

- **All costs (including delivery) must be included in Grand Total**

……. **…….**

Signature of Bidder **Date**