GEORGE MUNICIPALITY

QUOTATION NUMBER: GMQ007/26-27

QUOTATION FOR THE SUPPLY, REPLACEMENT AND INSTALLATION OF NEW MID-WALL AIRCONDITIONING & RELATED WORKS FOR THE CORPORATE SERVICES DIRECTORATE OF GEORGE MUNICIPALITY, AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2027

ENQUIRIES: MR. XOLANI HENGE YORK STREET GEORGE (044) 801 9005	ISSUED BY: THE CITY COUNCIL MUNICIPALITY OF GEORGE P O BOX 19 GEORGE 6530

SUMMARY FOR QUOTATION OPENING PURPOSES

NAME OF BIDDER: ……..……

SUPPLIER DATABASE NO.: MAAA ……..……..

Total Rates (All Applicable Taxes Included):	R	
PREFERENCES CLAIMED FOR:		
B-BBEE Status Level of Contributor and Point Claimed:	Level: _____	Point Claimed: ____
Locality Status and Point Claimed:	Locality: _____	Point Claimed: ____

B-BBEE certificates submitted with the quotation document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES

QUOTATION CLOSES AT 12H00 ON FRIDAY, 04 DECEMBER 2026

BIDDER CONTACT DETAILS

This information shall be used for any correspondence or contact with the bidder.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company:		**Mark choice of correspondence with X**
Postal Address:	.... Postal Code:	
E-mail Address:	.....	
Telephone Number:	.....	
Cellular Number:	.....	
Facsimile Number:	.....	

GEORGE MUNICIPALITY

DIRECTORATE: CORPORATE SERVICES

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GENERAL TENDER INFORMATION

QUOTATION ADVERTISED	: Thursday, 19 November 2026
DATE OF COMPULSORY SITE MEETING	: Thursday, 26 November 2026.
TIME OF SITE MEETING	: 11H00
VENUE FOR SITE VISIT	: Pacaltsdorp Community Hall. 47 Mission Street, Pacaltsdorp, George, 6529.
CLOSING DATE	: Friday, 04 December 2026
CLOSING TIME	: 12H00
LOCATION OF TENDER BOX	: **Tender Box** at the George Municipality, on the Fifth Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George.

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The Tender (Part T)

PART T1 Tender Procedures
T1.1 Tender Notice and Invitation to Tender
T1.2 Tender Data

PART T2 Returnable Documents (All documents / schedules are returnable)
T2.1 List of Returnable Schedules Required for Tender Evaluation
T2.1 Returnable Schedules
T2.2 Other documents that will be incorporated into the contract
T2.4 Returnable Schedules that will be incorporated in the contract

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Quotation Notice and Invitation to Quote (T1.1)

Kwotasies word hiermee ingewag vir die **VERSKAFFING, VERVANGING EN INSTALLERING VAN NUWE MUUR-LUGVERSORGERS EN VERWANTE WERKE VIR DIE DIREKTORAAT KORPORATIEWE DIENSTE VAN DIE GEORGE MUNISIPALITEIT, SOOS EN WANNEER NODIG VANAF DIE DATUM VAN AANSTELLING TOT EN MET 30 JUNIE 2027.**	Quotations are hereby invited for the **SUPPLY, REPLACEMENT AND INSTALLATION OF NEW MID-WALL AIRCONDITIONING & RELATED WORKS FOR THE CORPORATE SERVICES DIRECTORATE OF GEORGE MUNICIPALITY, AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2027.**
Voltooide kwotasies in 'n verseëlde koevert, duidelik gemerk:	Completed quotations in a sealed envelope, clearly marked:
Kwotasie Nr.: GMQ007/26-27, moet voor **Vrydag, 04 Desember 2026** om **12:00** in die tender bus by die George Munisipaliteit, Vyfde Vloer, Direktoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat, George geplaas word. Geen kwotasies sal toegelaat word om in die tender bus geplaas te word na 12:00 nie. Kwotasies sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte kwotasies sal nie oorweeg word nie. Geen kwotasies per faks of e-pos sal aanvaar word nie.	**Quotation No.: GMQ007/26-27** must be placed in the tender box at the George Municipality on the Fifth Floor, DIRECTORATE: FINANCIAL SERVICES, Supply Chain Management Unit, Civic Centre, York Street, George by no later than **12:00** on **Friday, 04 December 2026**. Quotations are not allowed to be placed in the tender box after 12:00. Quotations will be opened on the same day in the Committee Room at 12:05. Late or unmarked quotations will not be considered. No quotations per fax or e-mail will be accepted.
'n Verpligte terrein vergadering sal op Donderdag, 26 November 2026 om 11:00 by die Pacaltsdorp Gemeenskap Saal, 47 Mission Straat, George, 6529 gehou word.	**A compulsory site meeting will be held on Thursday, 26 November 2026 at 11:00 at the Pacaltsdorp Community Hall, 47 Mission Street, George, 6529.**
Indien die verpligte inligtingsvergadering nie bygewoon word nie, sal u kwotasie gediskwalifiseer word.	**Non-attendance of the compulsory briefing session will disqualify your quotation.**
Bieërs moet by die CIDB geregistreer wees en dit word geraam dat bieërs 'n graderingsvlak van 1ME of hoër moet hê.	**Bidders must be registered with the CIDB and it is estimated that bidders should have a grading designation of 1ME or higher.**
Kwotasie dokumente is verkrygbaar teen 'n R70.15 nie-terugbetaalbare deposito by die	Quotation documents are available at a non-refundable deposit of R70.15 each from the Supply

Voorsieningskanaal Bestuurseenheid op die 5de Vloer, Burgersentrum, Yorkstraat 71, George.	Chain Management Unit, 5th Floor, Civic Centre, 71 York Street, George.
Kwotasie dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: www.george.gov.za.	Quotation documents are available on George Municipality's website: www.george.gov.za, free of charge.
Kwotasies sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2022, asook George Munisipaliteit se Voorsieningskanaalbestuursbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE en Spesifieke doelwitte toegeken sal word.	Quotations will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022 and the George Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE and Specific Goals.
Vir verdere inligting, kontak Mnr. Xolani Henge by (044) 801 9005 / per epos: xwhenge@george.gov.za.	**For more information, contact Mr. Xolani Henge at (044) 801 9005 / email: xwhenge@george.gov.za.**
Die Munisipaliteit behou die reg voor om enige versoek vir 'n kwotasie terug te trek en/of te her-adverteer of enige kwotasie te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige kwotasie te aanvaar nie.	The Municipality reserves the right to withdraw any invitation to quote and/or to readvertise or to reject any quotation or to accept a part of it. The Municipality is not bound to accept the lowest or any quotation.
'n Alternatiewe bieër mag aangestel word.	An alternative bidder may be appointed.
'n "TCS PIN" vir bieërs se belasting nakoming inligting moet ingesluit wees by die kwotasie dokument.	**A TCS PIN for bidders' tax compliance information must be submitted with the quotation document.**
Dit sal van alle suksesvolle bieërs verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.	**It will be required from all successful bidders to register on the Central Supplier Database (CSD).**
DR. DGI O'NEILL **WAARNEMENDE MUNISIPALE BESTUURDER** **GEORGE MUNISIPALITEIT** **GEORGE** **6530**	**DR. DGI O'NEILL** **ACTING MUNICIPAL MANAGER** **GEORGE MUNICIPALITY** **GEORGE** **6530**

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Tender Data (T1.2)

Clause number	The conditions of Tender are the **Standard Conditions of Tender** as contained in the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts, August 2019 (See www.cidb.org.za). The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.
C.1	**General**
C.1.1	**Actions**
C.1.1.1	The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In the dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
C.1.1.2	The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate. *Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.* *2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*
C.1.1.3	The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.
C.1.2	**Tender Documents**
	The documents issued by the employer for the purpose of a tender/quotation offer are listed in the tender data.
C.1.3	**Interpretation**
C.1.3.1	The tender data and additional requirements contained in the tender schedules that are

	included in the returnable documents are deemed to be part of these conditions of tender.
C.1.3.2	These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender/quote.
C.1.3.3	For the purposes of these conditions of tender, the following definitions apply: a) **conflict of interest** means any situation in which: i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially; ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee. b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilized to have been taken into consideration; c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
C.1.4	**Communication and employer's agent**
	Name: Mr. Xolani Henge **Address:** 71 York Street, George, George Municipality **Tel:** (044) 801 9005 **E-mail:** xwhenge@george.gov.za
C.1.5	**Cancellation and Re-Invitation of Tenders**
C.1.5.1	An employer may, prior to the award of the tender, cancel a tender if- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation; b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.
C.1.5.2	The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.
C.1.5.3	An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
C.1.6	**Procurement procedures**
C.1.6.1	**General**
	Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
C.1.6.2	**Competitive negotiation procedure**

C.1.6.2.1	Where the tender data requires that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
C.1.6.2.2	All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
C.1.6.2.3	At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
C.1.6.2.4	The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.
C.1.6.3	**Proposal procedure using the two stage-system**
C.1.6.3.1	**Option 1**
	Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.
C.1.6.3.2	**Option 2**
C.1.6.3.2.1	Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
C.1.6.3.2.2	The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.
C.2	**Tenderer's obligations**
C.2.1	**Eligibility**
C.2.1.1	Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
C.2.1.2	Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2	**Cost of tendering**	
C.2.2.1	Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.	
C.2.2.2	The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.	
C.2.3	**Check documents**	
	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.	
C.2.4	**Confidentiality and copyright of documents**	
	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.	
C.2.5	**Reference documents**	
	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.	
C.2.6	**Acknowledge addenda**	
	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.	
C.2.7	**Clarification meeting**	
	Date: 26 November 2026 at 11H00	Location: **Pacaltsdorp Community Hall, 47 Mission Street, Pacaltsdorp, George, 6529.**
C.2.8	**Seek clarification**	
	Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.	
C.2.9	**Insurance**	
	Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.	
C.2.10	**Pricing the tender offer**	
C.2.10.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.	

C.2.10.2	Show VAT payable by the employer separately as an addition to the tendered total of the prices.
C.2.10.3	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
C.2.10.4	State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
C.2.11	**Alterations to documents**
	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
C.2.12	**Alternative tender offers**
C.2.12.1	Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
C.2.12.2	Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
C.2.12.3	An alternative tender offer must only be considered if the main tender offer is the winning tender.
C.2.13	**Submitting a tender offer**
C.2.13.1	Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
C.2.13.2	Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
C.2.13.5	Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6	Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.
C.2.13.7	Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
C.2.13.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
C.2.14	**Information and data to be completed in all respects**
	Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
C.2.15	**Closing time**
C.2.15.1	Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery. The closing time for submission of offers is at **12H00 on 04 December 2026.**
C.2.15.2	Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
C.2.16	**Tender offer validity**
C.2.16.1	The quotation offer validity period is 84 days.
C.2.16.2	If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
C.2.16.3	Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
C.2.16.4	Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
C.2.17	**Clarification of tender offer after submission**

	Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted. ***Note:*** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*
C.2.18	**Provide other material**
C.2.18.1	Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
C.2.18.2	Dispose of samples of materials provided for evaluation by the employer, where required.
C.2.19	**Inspections, tests, and analysis**
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.20	**Submit securities, bonds and policies**
	If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
C.2.21	**Check final draft**
	Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
C.2.22	**Return of other tender documents**
	If so, instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.
C.2.23	**Certificates**
	Include in the tender submission or provide the employer with any certificates as stated in the tender data.
C.3	**The employer's undertakings**
C.3.1	**Respond to requests from the tenderer**
C.3.1.1	Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2	Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence: a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements; b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.
C.3.2	**Issue Addenda**
	If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.
C.3.3	**Return late tender offers**
	Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
C.3.4	**Opening of tender submissions**
C.3.4.1	The time and location for opening the tender offers is: 12H00 on **04 December 2026**. **The tender box at the George Municipality is on the Fifth Floor, Directorate: Financial Services, Supply Chain Management, Civic Centre, 71 York Street, George.**
C.3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
C.3.4.3	Make available the record outlined in C.3.4.2 to all interested persons upon request.
C.3.5	**Two-envelope system**
C.3.5.1	Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
C.3.5.2	Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.
C.3.6	**Non-disclosure**

	Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
C.3.7	**Grounds for rejection and disqualification**
	Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
C.3.8	**Test for responsiveness**
C.3.8.1	Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
C.3.8.2	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer*'s* opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer*'s* or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
C.3.9	**Arithmetical errors, omissions and discrepancies**
C.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
C.3.9.2	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices.
C.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4	Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
C.3.10	**Clarification of a tender offer**
	Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
C.3.11	**Evaluation of tender offers**
	The Standard Conditions of Tender standardize the procurement processes, methods, and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project. Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures. The CIDB Standard Conditions of Tender are bases on a procurement system that satisfies the following system requirements: Requirement Qualitative interpretation of goal Fair The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information. Equitable Terms and conditions for performing the work do not unfairly prejudice the interests of the parties. Transparent The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments, and conflicts of interest. Competitive The system provides for appropriate levels of competition to ensure cost effective and best value outcomes. Cost effective The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing, and price, and least resources to effectively manage and control procurement processes. The activities associated with evaluating tender offers are as follows: a) Open and record tender offers received b) Determine whether or not tender offers are complete c) Determine whether or not tender offers are responsive d) Evaluate tender offers e) Determine if there are any grounds for disqualification f) Determine acceptability of preferred tenderer g) Prepare a tender evaluation report h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1	**General**
	The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.
C.3.12	**Insurance provided by the employer**
	If requested by the proposed successful tenderer, submit for the tenderer*'s* information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.
C.3.13	**Acceptance of tender offer**
	Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer: a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract; c) has the legal capacity to enter into the contract; d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; e) complies with the legal requirements, if any, stated in the tender data; and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.
C.3.14	**Prepare contract documents**
C.3.14.1	If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of: a) addenda issued during the tender period, b) inclusion of some of the returnable documents and c) other revisions agreed between the employer and the successful tenderer.
C.3.14.2	Complete the schedule of deviations attached to the form of offer and acceptance, if any.
C.3.15	**Complete adjudicator's contract**
	Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
C.3.16	**Registration of the award**
	An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.
C.3.17	**Provide copies of the contracts**

	Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
C.3.18	**Provide written reasons for actions taken**
	Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BEEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BEE CERTIFICATE.

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

MBD 1

TAX COMPLIANCE INFORMATION

PART A

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 (FORM 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?**	☐ Yes ☐ No [If Yes, Enclose Proof]		Are You A Foreign Based Supplier For **The Goods / Services / Works Offered?**		☐ Yes ☐ No [If Yes, Answer Part 2.]
Signature of Bidder	…….…		Date		…….

PART B
TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

1.1 Bidders must ensure compliance with their tax obligations.
1.2 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.
1.3 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.
1.4 Foreign suppliers must complete the pre-award questionnaire in part B2.
1.5 Bidders may also submit a printed TCS certificate together with the bid.
1.6 In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / PIN / CSD number.
1.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box]

2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 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 1.3 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: ……

MBD 4

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state*.	
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 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.	
3.1	Full Name of bidder or his / 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, their individual identity numbers and state employee numbers (where applicable) 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 the following particulars: Name of person / director / trustee / shareholder member: …….. Name of state institution at which you or the person connected to the bidder is employed: …….. Position occupied in the state institution: ……..	

	Any other particulars: …… ……..	
3.9 3.9.1	Have you been in the service of the state for the past twelve months? If so, furnish particulars. …….. ……..	**YES / NO**
3.10 3.10.1	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? If yes, furnish the following particulars: Name of person: ……. Name of state institution at which you or the person connected to the bidder is employed: …….. Position occupied in the state institution: …….. Any other particulars: ……. ……..	**YES / NO**
3.11 3.11.1	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Name of person: ……. Name of state institution at which you or the person connected to the bidder is employed: …….. Position occupied in the state institution: …… Any other particulars: …….	**YES / NO**

	…….....	
3.12 3.12.1	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: …… Name of state institution at which you or the person connected to the bidder is employed: …….. Position occupied in the state institution: …… Any other particulars: …….. ……..……..	**YES / NO**
3.13 3.13.1	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: …… Name of state institution at which you or the person connected to the bidder is employed: …….. Position occupied in the state institution: …… Any other particulars: …….. ……..……..	**YES / NO**
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:

THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:

Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)

5.	**The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.**

Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

…….. ……..
Signature Date

…… ……

Capacity Name of Bidder

[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 or 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 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 exercise control over the company.

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price

(b) BBBEE; and

(c) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
BBBEE	10
SPECIFIC GOALS	10
Total points for Price and Specific Goals	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim

regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 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**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

4. POINTS AWARDED FOR BBBEE AND SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.1.1 Points awarded for B-BBEE Level of contributor

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

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

Bidder MUST submit a valid BBBEE certificate, failure to attach no points will be awarded for BBBEE points.

4.1.2 Points awarded for Specific Goals

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

Locality of Tenderer's Office	Number of points (80/20 system)	Number of points (90/10 system)
Within the boundaries of George Municipality	10	5
Within the boundaries of Garden Route District Municipality	6	3
Within the boundaries of the Western Cape	4	2
Outside the boundaries of the Western Cape	2	1

Bidder's MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) not older than three (3) months. Failure to attach proof will result in no points awarded for Specific Goals.

George Municipality will reserve the right to use any and all available information at its disposal, including conducting site visits and inspections to verify a bidder's claim of having a local office within the George Municipal area.

The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local office will be assessed in its actual substance and not by only accepting the legal documentation.)

The purpose of the locality points is to promote local economic development within the George Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

5. BID DECLARATION

Tenderers who claim points in respect of BBBEE must complete the following:

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1

5.1.	**Contribution to BBBEE: ..... = ...……(maximum of 5 or 10 points)**

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2

5.2.	**Contribution to Specific Goals: ..... = ...…….(maximum of 5 or 10 points)**

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and must be substantiated by relevant proof of address of a company office.)

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3. Name of company/firm…….

5.4. Company registration number: ……..

5.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

5.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 5.1 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

…… **SIGNATURE(S) OF TENDERER(S)**
SURNAME AND NAME: ……..
DATE: ……
ADDRESS: ……
……
……

MBD 6.1(A)

B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)

(Gazette Vol. 630 No. 41287)

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full names and surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business: ***Indicate the applicable category with a tick.***	**BEP** (Built Environment Professional)	**Contractor**	**Supplier**
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"		
Definition of "Black Designated Groups"	"Black Designated Groups" means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"		

3) I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____% Black Owned
- The Enterprise is _____% Black Female Owned

Tender Data

- The Enterprise is _____% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
    - Black Youth % _____%
    - Black Disabled % _____%
    - Black Unemployed % _____%
    - Black People living in Rural areas % _____%
    - Black Military Veterans % _____%

Construction Sector Affidavit

1. Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was less than the applicable amount confirmed **by ticking the applicable box below.**

BEP	R1.8 million	
Contractor	R3.0 million	
Supplier	R3.0 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

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

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	**Level Two** (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	**Level Four** (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	**Level Five** (80% B-BBEE procurement recognition level)	

3. 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.

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

Deponent Signature: _____

Date: _____

_____

COMMISSIONER OF OATHS
SIGNATURE & STAMP

MBD8

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:

3.1 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
3.2 been convicted for fraud or corruption during the past five years;
3.3 willfully neglected, reneged on or failed to comply with any government, municipal or other public-sector contract during the past five years; or
3.4 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 as a company or person 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 National Treasury after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's ebsite (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 ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……

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

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

……...	**……..…..…**
Signature	**Date**
……	**……..…..**
Position	**Name of Bidder**

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:

   3.1 take all reasonable steps to prevent such abuse;
   3.2 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
   3.3 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 (MBD9) 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:

_____
(Bid Number and Description)

in response to the invitation for the bid made by:

GEORGE 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)

6. I have read and I understand the contents of this Certificate;

7. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

8. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

9. 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;

10. 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:

    10.1 has been requested to submit a bid in response to this bid invitation;
    10.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    10.3 Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

MBD9

11 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.

12 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

12.1 prices;
12.2 geographical area where product or service will be rendered (market allocation);
12.3 methods, factors or formulas used to calculate prices;
12.4 the intention or decision to submit or not to submit, a bid;
12.5 the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.

13 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.

14 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.

15 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

[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.

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

Tender Number: GMQ007/26-27

Name of the Bidder: _____

DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical **residential** address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
(full name in block letters)
certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment if overdue for more than 30 days.

_____
Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2026

PLEASE NOTE:

MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!
Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE with a reason and THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED. In the event of leasing, a lease agreement MUST be attached to the tender document.

GEORGE MUNICIPALITY

DIRECTORATE: CORPORATE SERVICES

CONTRACT NUMBER: GMQ007/26-27

SUPPLY, REPLACEMENT AND INSTALLATION OF NEW MID-WALL AIRCONDITIONING & RELATED WORKS FOR THE CORPORATE SERVICES DIRECTORATE OF GEORGE MUNICIPALITY, AS AND WHEN REQUIRED, FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2027

Returnable Documents (Part T2)

(ALL Documents and Schedules MUST BE RETURNED for the TENDER to Qualify)

T2.1	List of Returnable Schedules Required for Tender Evaluation
T2.1	Returnable Schedules
T2.2	Other documents that will be incorporated into the contract
T2.3	Returnable Schedules that will be incorporated in the contract

NOTE:

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the Tender. **All** the documents indicated on document T1, must be completed and signed where applicable and submitted as a **complete set of documents**.

GEORGE MUNICIPALITY

DIRECTORATE: CORPORATE SERVICES

CONTRACT NUMBER: GMQ007/26-27

SUPPLY, REPLACEMENT AND INSTALLATION OF NEW MID-WALL AIRCONDITIONING & RELATED WORKS FOR THE CORPORATE SERVICES DIRECTORATE OF GEORGE MUNICIPALITY, AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2027

List of Returnable Schedules Required for Tender Evaluation Purposes (T2.1)

Form 2.1.1 General Information

Form 2.1.2 Authority for Signatory

Form 2.1.3 Schedule of Work Carried Out by Tenderer

Form 2.1.4 Proposed Key Personnel

Form 2.1.5 Schedule of Infrastructure and Resources

Form 2.1.6 Schedule of Approach and Methodology

Form 2.1.7 Schedule of Proposed Sub-Contractors

Form 2.1.8 Financial References

FORM 2.1.1 GENERAL INFORMATION

1. Name of tendering entity: _____

1. Contact details

Address : _____

_____

Tel no : (_____)_____

Fax no : (_____)_____

E-mail address : _____

2. Legal entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

3. Income tax reference number: _____
(in the case of a joint venture, provide for all joint venture members)

4. Regional services area where the enterprise is registered: _____
(In the case of a joint venture, provide for all joint venture members)

5. Regional services levy registration number:_____
(In the case of a joint venture, provide for all joint venture members)

6. VAT registration number:_____ (In the case of a joint venture, provide for all joint venture members)

8. Company or closed corporation registration number: _____
(In the case of a joint venture, provide for all joint venture members)

9. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).

10. For joint ventures, the following must be attached (**COMPULSORY**):

- Written power of attorney for authorised signatory.
- **Pro-forma of the joint venture agreement.**
  *** If the Joint Venture Agreement is not attached, the tender will not be considered!**

DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS

Name and Identity Number	Relevant qualifications and experience	Years of relevant experience

Name of Tendering Entity : _____

Signature : _____ **Date :** _____

FORM 2.1.2 AUTHORITY FOR SIGNATORY

Details of person responsible for Tender process

Name .....

Contact number ( ) .....

Address of office submitting the Tender .....

.....

.....

Telephone no ( ) .....

Fax no ( ) .....

E-mail address .....

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on *(date)* .....

Mr. .....

has been duly authorized to sign all documents in connection with the Tender for Contract Number **GMQ007/26-27** and any Contract which may arise there from on behalf of

(BLOCK CAPITALS) .....

.....

.....

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES 1. .....

2. .....

FORM 2.1.3 SCHEDULE OF WORK CARRIED OUT BY TENDERER

Previous experience

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. In addition to any requirements, bidders must furnish particulars of:

a. all projects provided to an organ of state in the last five years;
b. any similar projects provided to an organ of state in the last five years.

This information is material to the award of the Contract.

Description	Value (R, VAT excluded)	Year(s) executed	Reference		
			Name	Organisation	Tel no

Name of Tendering Entity: _____

Signature : _____ **Date :** _____

FORM 2.1.4 PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel (including first nominee and the second-choice alternate), whom he proposes to employ on the project should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF **NOMINEE / ALTERNATE**	NATIONALITY:	SUMMARY OF **QUALIFICAT-IONS AND NQF STATUS**	**EXPERIENCE AND PRESENT OCCUPATION**	**HDI Status Yes/No**	**Fee (Time Based)**
HEADQUARTERS Partner/director						
Project manager						
Other key staff (give designation)						

Name of Tendering Entity : _____

Signature : _____ **Date :** _____

Form 2.1.4 continued ….

DESIGNATION	NAME OF **NOMINEE / ALTERNATE**	NATIONALITY:	SUMMARY OF **QUALIFICAT-IONS AND NQF STATUS**	**EXPERIENCE AND PRESENT OCCUPATION**	**HDI Status Yes/No**	**Fee (Time Based)**
CONSTRUCTION MONITORING						
Other key staff (give designation)						

Name of Tendering Entity : _____

Signature : _____ **Date :** _____

FORM 2.1.5 SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available

Physical facilities

Description	Address	Area (m²)

Equipment

Provide information on equipment and resources that you have available for this project (attach details if the space provide is not enough):

Description : Equipment owned	Number of units
Description : Computer Hardware	**Number of units**
Description : Software to be Used	**Number of units**

Size of enterprise and current workload

What was your turnover in the previous financial year? .....

What is the estimated turnover for your current financial year? .....

List your current contracts and obligations

Description	Value ®	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this Tender, should the contract be awarded to you?

Staffing Profile
Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Permanently employed staff : gender and race	Number of staff
Temporary staff to be employed for the project : gender and race	**Number of staff**

Name of Tendering Entity : _____

Signature : _____ **Date :** _____

FORM 2.1.6 SCHEDULE OF APPROACH AND METHODOLOGY/ WORK PLAN

Understanding the terms of reference / brief

1. Do you as the contractor understand what is required in terms of the project stated above?

Yes		No		(Tick Appropriate Block)

2. If you answered Yes to question 1 above, please explain briefly your understanding of the project in no more than 50 words:

3. Considering questions 1 and 2 above, please provide in summary, details of your proposed approach and work plan to the successful completion of the above project.

4. Briefly state if you have any innovative approach for this particular project mentioned above, that you feel will be unique but also economically superior to the normal workable approach at presently undertaken as the norm.

Name of Tendering Entity : _____

Signature : _____ **Date :** _____

FORM 2.1.7 SCHEDULE OF PROPOSED SUB-CONTRACTORS

The Tenderer shall, in accordance with the provisions of the condition of Tender, list below the sub-contractors he/she proposes to employ for part(s) of the work.

If any or all the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if sub-contractor/s not listed below is approved by the Employer.

PART OR TYPE OF WORK	PROPOSED SUB-CONTRACTOR	WORK RECENTLY EXECUTED BY SUB-CONTRACTOR

FORM 2.1.8 FINANCIAL REFERENCES

FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER 'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	( )
Fax number	( )
Account number	

GEORGE MUNICIPALITY

DIRECTORATE: CORPORATE SERVICES

CONTRACT NUMBER: GMQ007/26-27

SUPPLY, REPLACEMENT AND INSTALLATION OF NEW MID-WALL AIRCONDITIONING & RELATED WORKS FOR THE CORPORATE SERVICES DIRECTORATE OF GEORGE MUNICIPALITY, AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2027

Other Documents Required For Tender Evaluation Purposes (Part T2.2)

Form 2.2.1 Certificate of Tenderer's Attendance at the Compulsory Information Session/Site Meeting

Form 2.2.2 Written Proof of Tenderers registration at the Construction Industry Development Board (CIDB)

FORM 2.2.1 CERTIFICATE OF TENDERER'S ATTENDANCE AT THE COMPULSORY CLARIFICATION MEETING

This is to certify that I, ... ,

representative of (Tenderer) .....

.....

of (address) .....

.....

.....

Telephone number .....

Fax number .....

attended Clarification Meeting on …… in the company of

(George Municipality / Employer's Representative) .....

Site meeting will be held at the Pacaltsdorp Community Hall, 47 Mission Street, Pacaltsdorp, George, 6529.

PLEASE NOTE:

Tenderers are requested to submit the minutes received at above-mentioned compulsory information session/meeting with their Tender documents. (Non-submission of this information may lead to rejection of this Tender)

TENDERER 'S REPRESENTATIVE: .....

GEORGE MUNICIPALITY / EMPLOYER'S REPRESENTATIVE: .....

FORM 2.2.2 PROOF OF REGISTRATION AT THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)

The Tenderer is to affix to this page:

- Written proof of Tenderers registration at the CIDB

- **CRS Number: …….**

GEORGE MUNICIPALITY

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Returnable Schedules that will be Incorporated in the Contract (Part T2.2)

Form 2.2.3 Record of Addenda to Tender Documents

FORM 2.2.3 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this Tender offer, amending the Tender documents, have been taken into account in this Tender offer:

	Date	**Title or Details**
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed: ……..…….. Date: ……

Name: ……..… Position: ……..

SIGNED ON BEHALF OF TENDERER: .....

1. **Infrastructure and resources available**
   Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:
   - Physical facilities
   - Infrastructure and resources available for the contract owned by the Tenderer
   - Infrastructure and resources the Tenderer intends renting, should the contract be awarded to him.

2. **Size of enterprise, and current workload**
   Evaluation of the Tenderer's position in terms of:
   - Previous and expected current annual turnover
   - Current contractual obligations
   - Capacity to execute the contract

3. **Staffing profile**
   Evaluation of the Tenderer's position in terms of:
   - Staff available for this contract being Tendered for
   - Qualifications and experience of key staff to be utilized on this contract.

4. **Previous experience**
   Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:
   - Experience in the relevant technical field
   - Experience of contracts of similar size
   - Some or all of the references will be contacted to obtain their input.

5. **Financial ability to execute the contract**
   Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:
   - Professional indemnity
   - Contact the Tenderer's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

   If the Tender does **not** meet the requirements contained in the George Municipality Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

6. **Penalties**
   The George Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Departmental Head, one or more of the following penalties will be imposed:
   - Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
   - Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
   - Restrict the Tenderer, its shareholders and directors on obtaining any business from the George Municipality for a period of 5 years.

Compliance with Employment Equity Act 55 of 1998

Attach a valid certificate from the Department of Labour, or a declaration (Refer to Equity Ownership Table) by the designated EMPLOYER, that the EMPLOYER complies with the relevant chapters of the Employment Equity Act.

A failure to comply with the above is sufficient ground for rejection of any offer to conclude an agreement or for cancellation of the agreement.

Definitions in terms of the last-mentioned Act.

"designated EMPLOYER means-

a) an EMPLOYER who employs 50 or more employees;
b) an EMPLOYER who employees fewer than 50 employees but has a total annual turnover that is equal to or above the applicable annual turnover of a small business in terms of Schedule 4 to this Act."

"Schedule 4"

TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS

Sector or sub sector in accordance with the Standard Industrial Classification	Total annual turnover
Agriculture	R 2,00 m
Mining and Quarrying	R 7,50 m
Manufacturing	R 10,00 m
Electricity, Gas and Water	R 10,00 m
Construction	R 5,00 m
Retail and Motor Trade and Repair Services	R 15,00 m
Wholesale Trade, Commercial Agents and Allied Services	R 25,00 m
Catering, Accommodation and other Trade	R 5,00 m
Transport, Storage and Communications	R 10,00 m
Finance and Business Services	R 10,00 m
Community, Social and Personal Services	R 5,00 m

GEORGE MUNICIPALITY

DIRECTORATE: CORPORATE SERVICES

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SUPPLY, REPLACEMENT AND INSTALLATION OF NEW MID-WALL AIRCONDITIONING & RELATED WORKS FOR THE CORPORATE SERVICES DIRECTORATE OF GEORGE MUNICIPALITY, AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2027

The Contract (Part C)

Part C1 Agreement and Contract Data
Part C2 Pricing Data
Part C3 Scope of Works

GEORGE MUNICIPALITY

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SUPPLY, REPLACEMENT AND INSTALLATION OF NEW MID-WALL AIRCONDITIONING & RELATED WORKS FOR THE CORPORATE SERVICES DIRECTORATE OF GEORGE MUNICIPALITY, AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2027

Agreement And Contract Data (Part C1)

Part C1.1 Form of Offer and Acceptance
Part C1.2 Contract Data
Part C1.3 Objections and Complainants Form
Part C1.4 Form of Guarantee

GEORGE MUNICIPALITY

DIRECTORATE: CORPORATE SERVICES

CONTRACT NUMBER: GMQ007/26-27

SUPPLY, REPLACEMENT AND INSTALLATION OF NEW MID-WALL AIRCONDITIONING & RELATED WORKS FOR THE CORPORATE SERVICES DIRECTORATE OF GEORGE MUNICIPALITY, AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2027

Form of Offer and Acceptance (Part C1.1)

(AGREEMENT) OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

.....

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this apart of this Form of Offer and Acceptance, the Tenderer 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 to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL (INCLUDING VAT):

.....

.....rand (in words); R ..... (in figures),

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 Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Service Provider in the Conditions of Contract identified in the Contract Data.

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's 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 Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2 Pricing Data
Part C3 Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, contact the Employer's representative (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. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five working 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.

Signature

Name **MR. BEVAN ELLMAN**

Capacity **DIRECTOR: CORPORATE SERVICES**

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signature(s) _____

Name(s) _____

Capacity _____

_____
(Name and address of organisation)

FOR THE EMPLOYER:

Signature _____

Name **MR. BEVAN ELLMAN**

Capacity **DIRECTOR: CORPORATE SERVICES**

GEORGE MUNICIPALITY

DIRECTORATE: CORPORATE SERVICES

CONTRACT NUMBER: GMQ007/26-27

SUPPLY, REPLACEMENT AND INSTALLATION OF NEW MID-WALL AIRCONDITIONING & RELATED WORKS FOR THE CORPORATE SERVICES DIRECTORATE OF GEORGE MUNICIPALITY, AS AND WHEN REQUIRED, FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2027

Contract Data (Part C1.2)

CONDITIONS OF CONTRACT

The **Standard Professional Services Contract (Second Edition, September 2005)** published by the Construction Industry Development Board, are applicable to this.

Copies of these Conditions of Contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

Clause 1	The Employer is the George Municipality.	
3.4 and 3.5	The Authorised and Designated representative of the Employer is:	
	Name: **Mr. Xolani Henge**	
	The Employer's address for receipt of communications is:	
	Physical address: 71 York Street George, 6530	Postal address: George Municipality PO Box 19 George, 6530
	Telephone: **(044) 801 9005** E-mail: xwhenge@george.gov.za	
	The Project is for the **SUPPLY, REPLACEMENT AND INSTALLATION OF NEW MID-WALL AIRCONDITIONING & RELATED WORKS FOR THE CORPORATE SERVICES DIRECTORATE OF GEORGE MUNICIPALITY, AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2027.**	
3.6	The Service Provider may release public or media statements or publish material related to the Services or Project subject to the approval of the Employer.	
3.7	The Services Provision shall be completed for the portions as set out in the Scope of Works.	
5.1.1 and	The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and	

Clause 1	The Employer is the George Municipality.	
5.1.2	standards. Where services include the powers to certify, decide or otherwise exercise discretion in regard to a contractor agreement between the Employer and others then the Service provider shall act in respect of that contract/agreement as an independent	
5.4.1	The Service Provider is required to provide the following insurances:	
	1. Insurance against	
	Cover is:	
	Period of cover:	
	Deductibles are:	
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Appointing Sub-Contractors for the performance of any part of the Services.	
Additional Clause to be added 7.3	The Employer will not be responsible for any overtime worked by or overtime payments made to personnel, or any additional costs not specified in the tender submitted by the Tenderer.	
9.1	Copyright of documents prepared for the Project shall be vested with George Municipality.	
12.1	Settlement of disputes is to be in terms of Clause 49 and 50 of the Supply Chain Management Policy of the George Municipality. See Document C1.3.	
14	Where not specifically indicated, all tendered prices, rates, tariffs, fees, etcetera are to include VAT.	

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause		
5.1	The Service Provider is:	
5.3	The authorized and designated representative of the Service Provider is:	
	Name:	
	The Service Provider's address for receipt of communications is	
	Physical address:	Postal address:
	Telephone:	
	Fax:	
	E-mail:	

GEORGE MUNICIPALITY

DIRECTORATE: CORPORATE SERVICES

CONTRACT NUMBER: GMQ007/26-27

SUPPLY, REPLACEMENT AND INSTALLATION OF NEW MID-WALL AIRCONDITIONING & RELATED WORKS FOR THE CORPORATE SERVICES DIRECTORATE OF GEORGE MUNICIPALITY, AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2027

Objections and Complainants Form (Part C1.3)

(Section 1.11.15 of the George Municipality's Supply Chain Management Policy)

(1) Details of Objector/Complainant

Name: _____

Address: (postal and street): _____

_____

_____

Tel: _____Fax: _____

Contact person:_____

Reference number of Tender: _____

Other Party's Details (If any)

Name: _____

Address: (postal and street): _____

_____

_____

Tel: _____Fax: _____

Contact person:_____

Reference number of Tender: _____

Description of Issue[s] in Dispute

_____

_____

_____

_____

List of Documents Attached

_____

_____

_____

_____

Determination Sought in Respect of Objection or Complaint

_____

_____

_____

_____

Form submitted by:

Name: _____

Signature: _____

Position: _____

Date: _____

Place: _____

GEORGE MUNICIPALITY

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FORM OF GUARANTEE
(Part C1.4)

The Tenderer must affix proof of Guarantee to this page.

GEORGE MUNICIPALITY

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Pricing Data (Part C 2)

C2.1 Pricing Instructions

C2.2 Pricing Schedule

GEORGE MUNICIPALITY

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Pricing Instructions (Part C2.1)

C2.1 PRICING INSTRUCTIONS

1. Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

2. Show VAT payable by the employer separately as an addition to the tendered total of the prices.

3. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

4. State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

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Bill of Quantities / Pricing Schedule (C2.2)

NO.	DESCRIPTION	QTY	TOTAL RATE (VAT EXCLUDED)
1.	Preliminary and General items (Defined works area, Inspection of site, Existing premises occupied, Protection of existing services, Security of works and equipment, management of works, Program for the works, Labor and plant, Telecommunications, insurances and all other overheads).	PC Sum	R
2.	Labor, repairs, and maintenance of burnt wires.	1	R
3.	Labor, repairs, and maintenance.	1	R
4.	9 000 BTU Carrier or equivalent **(Inverter)**, Air Conditioner Fixed Speed with heating and cooling purposes connected to existing Electrical Plug Point.	1	R
5.	9 000 BTU Carrier or equivalent **(Non-Inverter)**, Air Conditioner Fixed Speed with heating and cooling purposes connected to existing Electrical Plug Point.	1	R
6.	12 000 BTU Carrier or equivalent **(Inverter)**, Air Conditioner Fixed Speed with heating and cooling purposes connected to existing Electrical Isolator.	1	R
7.	12 000 BTU Carrier or equivalent **(Non-Inverter)**, Air Conditioner Fixed Speed with heating and cooling purposes connected to existing Electrical Isolator	1	R
8.	18 000 BTU Carrier or equivalent **(Inverter)**, Air Conditioner Fixed Speed with heating and cooling purposes connected to existing Electrical Isolator.	1	R
9.	18 000 BTU Carrier or equivalent **(Non-Inverter)**, Air Conditioner Fixed Speed with heating and cooling purposes connected to existing Electrical Isolator.	1	R
10.	24 000 BTU Carrier or equivalent **(Inverter)**, Air Conditioner Fixed Speed with heating and cooling purposes connected to existing Electrical Isolator.	1	R

11.	24 000 BTU Carrier or equivalent **(Non-Inverter)**, Air Conditioner Fixed Speed with heating and cooling purposes connected to existing Electrical Isolator.	1	R
12.	30 000 BTU Carrier or equivalent **(Inverter)**, Air Conditioner Fixed Speed with heating and cooling purposes connected to existing Electrical Isolator.	1	R
13.	30 000 BTU Carrier or equivalent **(Non-Inverter)**, Air Conditioner Fixed Speed with heating and cooling purposes connected to existing Electrical Isolator.	1	R
14.	Refill R22 Refrigerant	Per kg	R
15.	Refill R410A Refrigerant	Per kg	R
16.	Replacement of Remote-Control Unit.	1	R
17.	Replace Existing screws with Stainless Steel Screws.	1	R
18.	De-Rust and Paint External Unit Cover	Each	R
19.	Fix 80mm x 50mm hi White Vinyl Maintenance Record Sticker to External Unit	1	R
20.	Additional pipe work between external and internal units exceeding 30m allowed	m	R
21.	Remove existing unit and cart away to the Municipal Stores in Mitchell Street.	Each	R
22.	Outdoor paint for the outside wall trunking, as per quotation specification.	5L	R
		Sub-Total	R
		15% VAT	R
		TOTAL RATES (ALL APPLIACBLE TAXES INCLUDED)	**R**

Notes:

- Bidders must quote a price in each line and column in the pricing schedule.
- Please indicate a pricing of R0.00 if no charges are applicable.
- If bidders do not quote as mentioned above, your quotation will not be considered for evaluation.
- The Total Rates (All Applicable Taxes Included) will be used for evaluation.
- Only one contractor will be appointed.
- Prices must include the **supply, delivery, application and installation** of all items, materials, and overheads.

- Bidders must Measure all sizes at the site meeting and before commencement of the project.
- Once the required work has been performed, the site must be clean and pristine, prior to handing it back to George Municipality.
- An alternative bidder may be appointed.
- The quantities indicated are purely for evaluation purposes. Final quantities will reflect on the official order, as and when required, with the contract amount not exceeding the budgeted amount and formal quotation threshold amount of R300,000.00 (VAT Included).
- Contractor to check all levels and measurements on documentation and on site before submitting tender document and to report any discrepancies.
- Progress payments will be made at regular intervals according to progress. The finalization of what stage these progress payments will be determined before the signing of the contract. 10% retention will be deducted from each progress payment which will be held for a period of three months after date of final handover. There will be no allowance made for advance payments.
- The above contract will include penalties of 0.1% of the total contract value for every day over the completion date, which will be finalized before the signing of the contract. There will be allowance for certain delays such as inclement weather and public holidays.
- No variation orders for any extras will be considered without the prior approval in writing from the George Municipality.

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Scope of Works (C3)

Any deviation from the specification or minimum standards must be approved by the Director: Corporate Services prior to any work being done.
The appointed service provider shall provide all labour, materials, equipment, tools, transport and associated services necessary to complete the works in accordance with the specification.

The required works shall include, but shall not necessarily be limited to, the following:

- **Non-Inverter** and/or **Inverter** Mid-wall split units.
- Piping to suit air-conditioning unit (30m piping, trunking, cabling, drilling and drain).
- Condensate pumps included.
- The contractor must supply all electrical equipment and accessories associated with the unit, for complete installation.
- Each unit's electrical cables must be relayed to the nearest available distribution board.
- The installers on site must have at least one (1) qualified Electrician, authorized to work on electrical equipment.

- On completion of the installation of the air conditioning units, a Certificate of Conformity (CoC) must be issued by the authorized qualified member of the company.
- Only competent technicians and artisans, with valid safe handling in refrigerant certificates shall install and commission refrigerant and air conditioning systems.
- Wall drilling – Contractors must familiarize themselves with the walls that needs to be drilled and where the outside units must be located. Provision must be made for any equipment used to complete the installation and included in the price.
- Outside trunking must be painted the same color as the wall.

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Health and Safety Specification (C4)

HEALTH AND SAFETY GUIDELINES TO PERFORM THE WORK AS SET OUT ABOVE;

The appointed contractor must submit a health and safety plan from a registered Health & Safety Practitioner. The cost for the health and safety plan must be included in the quoted amount and will not be paid as a separate cost.

Workforce will have to wear personal protective equipment/clothing, i.e. overalls, safety boots, safety eyewear, hard hats, protective gloves, face masks and reflective vests.

Contractor will be responsible for the provision of required safety and access signage to all accesses to building site.

Contractor will be held liable for any damages to municipal property, directly or indirectly, as a result of the construction process, delivery of materials or as a result of damages caused by any labour or sub-contractors employed by the contractor.