

TSWAING LOCAL MUNICIPALITY



TENDER: SCM010 2025/26

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS
(THREE) FOR THE AUDIT, SUPPLY, INSTALLATION,
REPLACEMENT, MAINTENANCE AND MANAGEMENT OF
WATER AND ELECTRICITY METERS INCLUDING SMART
METERING, AMR/AMI SYSTEMS AND REVENUE
ENHANCEMENT SERVICES FOR A PERIOD OF TWELVE (12)
MONTHS**

BID DOCUMENT

SCM 010/2025/26

NAME OF TENDERER:			
TOTAL TENDER AMOUNT AS PER THE OFFER PAGE			
COMPACT DISCS INCLUDED	YES	NO	NUMBER OF COPIES
BRIEFING SESSION DATE	N/A		
CLOSING DATE:	11/08/2026		

PREPARED AND ISSUED BY:

The Municipal Manager
Tswaing local municipality
P.O.Box 24
Delareyville
2770

CNR GEN DELAREY & GOV STR
DELAREYVILLE
2770
Tel: (053) 948 0900
Fax: (053) 948 1500



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PART A

INVITATION TO BID

TSWAING LOCAL MUNICIPALITY



DIRECTORATE: TECHNICAL SERVICE

TENDER SCM 010/2025/26

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS (THREE) FOR THE AUDIT, SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND MANAGEMENT OF WATER AND ELECTRICITY METERS INCLUDING SMART METERING, AMR/AMI SYSTEMS AND REVENUE ENHANCEMENT SERVICES FOR A PERIOD OF TWELVE (12) MONTHS (12) MONTHS.

Tswaing local municipality is inviting bidders to submit their bids for APPOINTMENT OF A PANEL OF SERVICE PROVIDERS (THREE) FOR THE AUDIT, SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND MANAGEMENT OF WATER AND ELECTRICITY METERS INCLUDING SMART METERING, AMR/AMI SYSTEMS AND REVENUE ENHANCEMENT SERVICES FOR A PERIOD OF TWELVE (12) MONTHS

Bids must be sealed, clearly marked/written "SCM 010/2025/26/- APPOINTMENT OF A PANEL OF SERVICE PROVIDERS (THREE) FOR THE AUDIT, SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND MANAGEMENT OF WATER

AND ELECTRICITY METERS INCLUDING SMART METERING, AMR/AMI SYSTEMS AND REVENUE ENHANCEMENT SERVICES FOR A PERIOD OF TWELVE (12) MONTHS (12) MONTHS.” Must be deposited in the **TENDER BOX** located at foyer inside Main Municipal Building, Delareyville, not later than **11/08/2026**, time **16H00**, where-after they will be opened in public.

Please note that Faxed or E-mailed bids will not be accepted.

Bids will be evaluated according to the revised Preferential Procurement Regulation 2022 and Tswaing local municipality supply chain management policy, **80/20** preference points will be applied to this tender.

The Tswaing local municipality does not bind itself to accept the lowest or any bid, or to disclose any reasons for their decision. The municipality further reserves the right to accept the whole or share the bid should it deem fit.

Bidders that are not satisfied with the bidding process or issues relating to them, must submit complains within 14 days after the closing date of this bid.

All Procurement enquiries related to this bid must be directed to **Mr Melken TJ @ (053 948 or scm@tswaing.gov.za**

0073) and specifications enquiries directed to **Mr T Meerken @ 053 948 9408 or scm@tswaing.gov.za**

Adv L Lobakeng
The Acting Municipal Manager
Tswaing local municipality
P. O. Box 24
Delareyville
2770



INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

BID NUMBER:	SCM010/2025/26	CLOSING DATE:	11/08/2026	CLOSING TIME:	16h00
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DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS (THREE) FOR THE AUDIT, SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND MANAGEMENT OF WATER AND ELECTRICITY METERS INCLUDING SMART METERING, AMR/AMI SYSTEMS AND REVENUE ENHANCEMENT SERVICES FOR A PERIOD OF TWELVE (12) MONTHS.
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The successful bidder will be required to fill in and sign a written contract form (mbd7).

Bid response documents may be deposited in the bid box situated at (street address

Tswaing Local Municipality Technical Services Building (-26.69325426613701, 25.454028574155902)

ERF # 395

Delareyville

2770

Supplier information

Name of bidder					
Postal address					
Street address					
Telephone number	CODE		NUMBER		
Cellphone number					
Facsimile number	CODE		NUMBER		
E-mail address					
Vat registration number					
Tax compliance status	TCS PIN:		OR	CSD No:	



B-BBEE status level verification certificate [tick applicable box]	☐ Yes	B-BBEE status level Sworn affidavit	☐ Yes
	☐ No		☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs)]

MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

<u>Are you the accredited representative in South Africa for the goods /services /works offered?</u>	☐ Yes ☐ No [If yes enclose proof]	<u>Are you a foreign based supplier for the goods /services /works offered?</u>	☐ Yes ☐ No [If yes, answer part b:3]
<u>Total number of items offered</u>		<u>Total bid price</u>	R
<u>Signature of bidder</u>		<u>Date</u>	
<u>Capacity under which this bid is signed</u>			
Bidding procedure enquiries may be directed to:		Technical information may be directed to:	
Department	Budget and Treasury	Contact person	T Melken
Contact person		Telephone number	053 948 0900
Telephone number	053 948 0073	Facsimile number	053 948 1500
Facsimile number	053 948 1500	E-mail address	scm@tswaing.gov.za
E-mail address			



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2. **All bids must be submitted on the official forms provided–(not to be re-typed) or online**
- 1.3. This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2022, the general conditions of contract (GCC) and, if applicable, any other special conditions of contract.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | |
|--|------------------------------|------------------------------|
| 3.1. Is the entity a resident of the republic of South Africa (RSA)? | ☐ yes | ☐ no |
| 3.2. Does the entity have a branch in the RSA? | ☐ yes | ☐ no |
| 3.3. Does the entity have a permanent establishment in the RSA? | ☐ | ☐ yes |
| no | ☐ | ☐ |
| 3.4. Does the entity have any source of income in the RSA? | ☐ yes | ☐ no |
| 3.5. Is the entity liable in the RSA for any form of taxation? | yes | no |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

TSWAING LOCAL MUNICIPALITY



PART B

GENERAL CONDITIONS OF CONTRACT TENDER CONDITIONS

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GENERAL CONDITIONS OF CONTRACTS

3.1 Definitions

The following terms shall be interpreted as indicated:

- 3.1.1 –Closing time means the date and hour specified in the bidding documents for the receipt of bids.
- 3.1.2 –Contract means the written agreement entered into between the purchaser and the supplier, as recorded in the contract from signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

3.1.3 –Contract price means the price payable to the supplier under the contract for the full and proper performance of this contractual obligation.

3.1.4 –Corrupt practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

3.1.5 –Countervailing duties are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

3.1.6 –Country of origin means the place where goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basis characteristics or in purpose or utility from its components.

3.1.7 –Day means calendar day.

3.1.8 –Delivery means delivery in compliance of the conditions of the contract or order.

MBD 2GCC

3.1.9 –Delivery ex stock means immediate delivery directly from stock actually on hand.

3.1.10 –Delivery into consignees store or to his site means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

3.1.11 –Dumping occurs when a private enterprise abroad markets its good on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

3.1.12 –Force majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or resolutions, fires floods, epidemics, quarantine restrictions and freight embargoes.

3.1.13 –Fraudulent practice|| means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

3.1.14 –GCC|| mean the General Conditions of Contract.

3.1.15 –Good|| means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

3.1.16 –Imported content|| means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

3.1.17 –Local content|| means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

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3.1.18 –Manufacture|| means the production of products in a factory using labour, materials components and machinery and includes other related value-adding activities.

3.1.19 –Order|| means an official written order issued for the supply of goods or works or the procuring of a service.

3.1.20 –Project site|| where applicable, means the place indicated in bidding documents.

3.1.21 –Purchaser|| means the organization purchasing the goods.

3.1.22 –Republic|| means the Republic of South Africa.

3.1.23 –SCC|| means the Special Conditions of Contract.

3.1.24 –Services|| means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation,

commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

3.1.25 —Written or —in writing means handwritten in ink or any form of electronic or mechanical writing.

3.2 Application

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

3.2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

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

GCC

3.3 General

3.3.1 Unless otherwise indicated in the bidding documents, the purchase shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.3.2 With certain exceptions, invitations for bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

3.4 Standards

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

3.5 Use of contracts documents and information

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

3.5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

3.5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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- 3.5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

GCC

3.6 Patent rights

- 3.6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

3.7 Performance Security

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

3.8 Inspections, tests and analyses

- 3.8.1 All pre-bidding testing will be for the account of the bidder.

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- 3.8.2 If it is a bid condition that supplies to be produced or services to be procured should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
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- 3.8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payments arrangements with the testing authority concerned.
- 3.8.4 If the inspection, test and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 3.8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 3.8.6 Supplies and services, which are, referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 3.8.7 Any contract supplies may, on or after delivery, be inspected; tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchase may without giving the supplier further opportunity to substitute the rejected supplies purchase such supplies as may be necessary at the expense of the supplier.
- 3.8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

3.9 Packing

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

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

3.10 Delivery and documents

3.10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

3.11 Insurance

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

3.12 Transportation

3.12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

3.13 Incidental services

3.13.1 The supplier may be required to provide any or all of the following services, including additional services, if any specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; **GCC**

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- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

3.14 Spare parts

3.14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

3.15 Warranty

3.15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

3.15.2 This warranty shall remain valid twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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3.15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

3.15.4 Upon receipt of such notice, the supplier shall, with the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to be purchaser.

3.15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

3.16 Payment

3.16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

3.16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

3.16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

3.16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

3.17 Prices

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

3.18 Contract Amendments

3.18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

3.19 Assignment

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

3.20 Subcontracts

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

3.21 Delays in the supplier's performance

- 3.21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 3.21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 3.21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.
- 3.21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 3.21.5 Except as provided under GCC clause 3.25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 3.22, unless an extension of time is agreed upon pursuant to GCC clause 3.21.2 without the application of penalties.
- 3.21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

3.22 Penalties

3.22.1 Subject to GCC clause 3.25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser

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shall, without prejudice to its other remedies under the contract, deduct from the contract **GCC**

3.22.2 price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC clause 3.23.

3.23 Termination for default

3.23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminate.

3.24 Anti-dumping and countervailing duties and rights

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

3.25 Force Majeure

3.25.1 Notwithstanding the provisions of GCC clauses 3.22 and 3.23, the supplier shall not be liable for forfeiture or its performance security, damages or termination for default if and to the extent that his delay in performance or other failure to

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perform his obligations under the contract is the result of an event of force majeure.

GCC

3.25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

3.26 Termination for insolvency

3.26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

3.27 Settlement of Disputes

3.27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

3.27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by much mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

3.27.4 Mediation proceedings shall be conducted in accordance with the rules or procedure specified in the SCC.

3.27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

3.28 Limitation of liability

3.28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to clause 3.6;

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

3.29 Governing language

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

3.30 Applicable law

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

3.31 Notices

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

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

3.32 Taxes and duties

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

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

3.32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

Tender Conditions

SCM 003/2025/26

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS (THREE) FOR THE AUDIT, SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND MANAGEMENT OF WATER AND ELECTRICITY METERS INCLUDING SMART METERING, AMR/AMI SYSTEMS AND REVENUE ENHANCEMENT SERVICES FOR A PERIOD OF TWELVE (12) MONTHS

1. Tender must satisfy themselves that the documents are complete and in the same order as listed in the index. The Local Municipality of Tswaing will not be held responsible for any discrepancy or uncertainty.
2. Bidders are required to scan their fully completed tender document with all its returnable documents and submit it in a non –rewritable compact disc (CD-R) together with the hard copy document.
3. The Municipality does not bind itself to accept the lowest or any bid, or to disclose any reasons for their decision. The municipality further reserves the right to accept the whole or part of the bid should it deem fit.
4. The tender documents indicated above, must be completed and submitted in full **(Black Ink must be used and failure to use black ink WILL disqualify your tender)**
5. Tipex is not allowed on tender amounts.
6. It is the responsibility of the tenderer to ensure that their RFPs/Bid Documents are submitted before the closing time to the correct address.
7. Tenderers received after closing date and time are late and will not be considered.
8. Tender submitted by fax or email, post box, telex or telegram **Will Not Be Considered.**
9. The municipality will not be held responsible for documents lost through couriers, therefore bidders must ensure that couriered documents reach the required destination and are deposited in the correct tender box before the closing date and time.
10. The complete tender documents obtained must be submitted in the same order and not part thereof be removed or omitted.
11. Tenderers must attach proof of purchase of tender document.
12. Failure to submit a **VALID Tax Clearance Certificate** will invalidate your tender.

-
13. Municipal Preferential Procurement Policy Framework Act (Act No. 5 of 2000) and subsequent regulation shall apply.
 14. Bidders must be registered with the central suppliers database, through self-registrations on www.csd.gov.za
 15. No preference points will be claimed by bidders who fails to submit a BBB-EE certificate.

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16. **BIDDERS MUST ENSURE THAT FORM OF OFFER IS COMPLETELY FILLED AND SIGNED, FAILURE WHICH WILL INVALIDATE THE OFFER.**
17. The tenderers must take care that their offers with reference to the price must be quoted strictly in accordance with the units requested and on the form provided.
18. No preference points would be claimed if Preferential Procurement Regulations of 2001 form is not completed and signed.
19. Bids must be sealed and endorsed accordingly (Bid number be written on the envelope)

TSWAING LOCAL MUNICIPALITY



PART C

TAX CLEARANCE CERTIFICATE

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that Satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the attached form TCC 001 –Application for a Tax Clearance Certificate¹ and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit RFPs.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In RFPs where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 –Application for a Tax Clearance Certificate¹ form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

PART D



PREFERENCE POINTS CLAIM

Preferential Procurement Regulation 2022

52. Specific goals

- (a) Company which at least 51% is owned by Black People
- (b) Company which is at least 51% is owned by women
- (c) Company which at least 51% is owned by people with disabilities
- (d) Company which 51% is owned by people living in rural underdeveloped areas
- (e) Locality

Local area of Supplier	Number of Points for Preference (50%)		Means of Verification
	80/20	90/10	
Within the area of Tswaing Local Municipality.	10	5	Company registration-physical address

Within the area of Ngaka Modiri Molema. District Municipality.	6	3	Company registration- physical address
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Points to be allocated for specific goals and to promote economic development”

1. The following conditions will stipulate the specific goals as contemplated in section 2(1) (d) (ii) of the Preferential Procurement Policy Framework Act, be attained.
2. A maximum of 20 points (80/20) preference points system or 10 (90/10) preference points system will be allocated for specific goals. These goals are as followll
 - a) Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
 - b) the promotion of enterprise located in the local area (phased in approach to be applied for other RDP
3. On paragraph 2 (b) above 50% of the (20/10) points will be allocated to promote this goal. Points will be allocated as follows:

Within the area of North West Province.	4	2	Company registration- physical address
Within the Republic of South Africa.	2	1	Company registration- physical address

4. Any specific goal for which a point may be awarded, must be clearly specified in the invitation to submit a tender
5. A tender failing to submit proof of required evidence to claim preference for other specified goals, which is in line section 2 (1) (d) (i) of the Act.
 - a) may only score in terms of the 80/90-point formula for price and;
 - b) Scores 0 points out of 10/5 of the relevant specific goals where the supplier or service provider did not stipulate the area where the business is operating and/ or locating.
6. The preference points scored by a tender must be added to the points scored for price
7. The points scored must be rounded off to the nearest two decimal places

8. The contract must be awarded to the tender scoring the highest points

Specific Goals	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)	Means of Verification
Company which at least 51% is owned by Black People	10	5	CSD Report
Company which is at least 51% is owned by women	10	5	CSD Report
Company which at least 51% is owned by people with disabilities	10	5	Medical report indicating disability /CSD Report

Company which 51% is owned by people living in rural underdeveloped areas	10	5	CSD Report
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Identification of preference point system

53. 1. Tswaing Local Municipality must, in the tender documents, stipulate—

- a) The applicable preference point system as envisaged in regulations 4, 5, 6 or 7;
- b) the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.

2. If it is unclear whether the 80/20 or 90/10 preference point system applies, Tswaing Local Municipality 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.

80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million

1. The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

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

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

2. A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. (The allocation of preference points for tenders above the quotation threshold to be decided and allocated per tender)

3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

4. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

90/10 preference point system for acquisition of goods or services with Rand value above R50 million

1. The following formula must be used to calculate the points out 90 for price in respect of an invitation for tender with a Rand value above R50 million, inclusive of all applicable taxes:

Where-

$$Ps = 90 - \left(\frac{Pt - Pmin}{Pmin} \right)$$

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

2. A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender. (The allocation of preference points for tenders above the quotation threshold to be decided and allocated per tender)
3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
4. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

80/20 preference points system for tenders for income-generating contracts with Rand value equal to or below R50 million

1. The following formula must be used to calculate the points for price in respect of an invitation for tender for income-generating contracts, with a Rand value equal to or below R50 million,

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{max} = Price of highest acceptable tender.

2. A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. (The allocation of preference points for tenders above the quotation threshold to be decided and allocated per tender)

3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

4. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

90/10 preference point system for tenders for income-generating contracts with Rand value above R50 million

1. The following formula must be used to calculate the points for price in respect of a tender for income-generating contracts, with a Rand value above R50 million, inclusive of all applicable taxes:

$$P_s = 90 - 10 \left(\frac{P_t - P_{max}}{P_{max}} \right)$$

Where:

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{max} = Price of highest acceptable tender.

2. A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender. (The allocation of preference points for tenders above the quotation threshold to be decided and allocated per tender)

3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

4. Subject to section 2(1) (f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

**Subcontracting as a condition of tender for procurement above R30 million
(regulation 9)**

1. The regulation states that if feasible to contract above R 30 million, an organ of state must apply subcontracting to advance designated groups.
2. The term –feasible is used in recognition of the fact that it may not always be possible to subcontract in all tenders due to the nature of some tenders. (For instance it may not be possible to sub-contract one piece of machinery that is above R 30 million).
3. Tswaing Local Municipality will identify procurement opportunities for designated groups where compulsory sub-contracting must be applied to all contracts/ projects above R30 million.
4. The responsibility to determine whether it is feasible or not rests with Tswaing Local Municipality. Tswaing Local Municipality must ensure participation of EMEs and QSEs in contracts or projects and not just dismiss this provision on the basis that it is not feasible without providing facts and objective analysis to substantiate their decision.
5. Notwithstanding the minimum 30% compulsory sub-contracting provision, Tswaing Local Municipality may identify procurement opportunities for participation of designated groups in contracts or projects below R30 million.
6. Tenders must be advertised with a condition that tenderers who fail to comply with this requirement would be disqualified.
7. The Central Supplier Database (CSD) has been upgraded to allow bidders/ contractors/ suppliers access to CSD for identification of potential subcontractors from the pool of EMEs or QSEs to advance designated groups.
8. In the case of construction and built environment sectors, nothing prevents bidders/ contractors/ suppliers to select sub-contractors from the CIDB database who are registered on the CSD for the purposes of compliance with the minimum 30% compulsory sub-contracting provisions.
9. Tenderers or contractors must submit proof of subcontracting arrangement between the main tenderer and the subcontractor. Proof of

subcontracting arrangement may include a subcontracting agreement between main tenderer and the subcontractor.

10. The responsibility for inclusion of compulsory subcontracting clause in the tender rests with Tswaing Local Municipality.
11. The responsibility to sub-contract with competent and capable subcontractors rests with the main contractor/ supplier in conjunction with Tswaing Local Municipality.
12. The contract will be concluded between the main contractor and Tswaing Local Municipality, therefore, the main contractor and not the subcontractor would be held liable for performance in terms of its contractual obligations.
13. Main contractors/ suppliers are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where primary contractor subcontracts with a subsidiary this must be declared in tender documents.
14. Tenders that do not meet subcontracting requirements are considered as being not acceptable tenders and must be disqualified and may not be considered for further evaluation or award.

Criteria for breaking deadlock in scoring

55. 1. If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
2. If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots. Which must be conducted by the Bid Evaluation Committee.

Remedies

56. 1. If Tswaing Local Municipality is of the view that a tenderer submitted false information regarding a specific goal, it must—
 - a) Inform the tenderer accordingly; and

-
- b) Give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.
2. After considering the representations referred to in sub regulation (1)(b), Tswaing Local Municipality may, if it concludes that such information is false—
- a) disqualify the tenderer or terminate the contract in whole or in part;
and
if applicable, claim damages from the tenderer.

TSWAING LOCAL MUNICIPALITY

PART E



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

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- b. been convicted for fraud or corruption during the past five years;
- c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATOTY			
POSITION			
NAME OF BIDDER(COMPANY)			

TSWAING LOCAL MUNICIPALITY



PART F

CERTIFICATE OF INDEPENDENT BID DETERMINATION

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an

MBD 9

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 *per se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word –competitor¹ shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;

MBD 9

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are

suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF BIDDER(COMPANY)			

TSWAING LOCAL MUNICIPALITY



PART G

DECLARATION OF INTEREST

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 service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

MBD 4

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

3.1	Full name	
3.2	Identity number	
3.3	Company registration number	
3.4	Tax reference number	
3.5	Vat registration number	

3.6	Are you presently in the service of the state ☐	YES	NO
3.6.1	If so, furnish particulars.		
3.7	Have you been in the service of the state for the past twelve months?	YES	NO

☐ MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

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

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

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

3.7.1	If so, furnish particulars.

3.8	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.8.1	If so, furnish particulars.		

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3.9	Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.9.1	If so, furnish particulars		

3.10	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES	NO
3.10.1	If so, furnish particulars		

3.11	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES	NO
3.11.1	If so, furnish particulars		

4. CERTIFICATION

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

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

SIGNATURE		DATE	

TSWAING LOCAL MUNICIPALITY

MBD 4

NAME OF SIGNATOTY	
POSITION	
NAME OF BIDDER(COMPANY)	

TSWAING LOCAL MUNICIPALITY



PART H

MUNICIPAL RATES AND TAXES

MUNICIPAL RATES & CHARGES CLEARANCE CERTIFICATE

IT IS A CONDITION OF BIDDING I.R.O. GOODS, WORKS AND SERVICES ABOVE A TRANSACTION VALUE OF R15 000 (VAT INC) THAT –

SCM 5

1. The rates and taxes as well as other charges (eg. water and electricity accounts) of the successful bidder must be in order, or that satisfactory arrangements have been made with the municipality concerned to meet his/her obligations in this regard.
2. The attached form –Application for a municipal tax rates & charges Clearance Certificate in respect of bidders must be completed in all respects and submitted to the municipality where the bidder or his/her business is located.

The relevant municipality will then furnish the bidder with a –Clearance Certificate that will be valid for a period of twelve (12) months from date of issue.

3. This Clearance Certificate must be obtained by the bidder at his/her own cost and submitted in the original together with the rest of the bid documents.
4. Failure to submit the original valid Clearance Certificate may invalidate your bid.
5. In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate Clearance Certificate.
6. If a bidder resides in an area where rates and taxes are not payable, the bidder must submit an affidavit clearly stipulating such information together with a proof of residence from the tribal authority/municipality.
7. If a bidder resides in an area which is rented and the bidder is not the one responsible for rates and taxes, bidder must submit a lease agreement clearly outlining who is responsible for the rates and taxes between the lease and lessor
8. If bidder trades from home, the bidder must provide an affidavit clearly stipulating that the business trades from home and attach the rates and taxes certificate of that particular home.
9. If bidder rent a premise for his/her personal use or for the company to conduct business, provide lease agreement indicating who is responsible for the payment of account.
10. And the abovementioned information must be provided for the company and the individual directors of the company.

APPLICATION FOR A TAX, RATES & OTHER MUNICIPAL CHARGES CLEARANCE CERTIFICATE (I.R.O. BIDDERS)

SCM 5

1. Full name of tax payer/bidder					
2. Trade name (if any)					
3. Identification No.					
4. Company/Close Company Registration No.					
5. Municipal Account No.					
Signature of person requiring Clearance Certificate					
Name					
Telephone No.		Code		Number	
Residential Address					
Postal Address					

CLEARANCE CERTIFICATE BY MUNICIPALITY

I, _____ (Full names) in my
 capacity as _____ (Designation) Of the municipality of
 _____ (Name of municipality)
 hereby certify that:

SCM 5

○ I have examined the municipal accounts of the above-named person/firm/company/close corporation and am satisfied that all his/her municipal accounts are up to date and fully paid.

○ I have examined the above-named municipal accounts and have found the said accounts to be in arrears.

Signature of official		MUNICIPAL STAMP
Name of Municipality		
Telephone No.		
Date		

NB: THIS SECTION MUST BE FILLED BY MUNICIPAL OFFICIAL AND NOT A BIDDER, AND STATEMENT OF MUNICIPAL ACCOUNT MUS ALSO BE ATTACHED.

*****Do not attaché an invoice. Strictly statement of municipal accounts is required.**

TSWAING LOCAL MUNICIPALITY

REQUIRED DOCUMENTS

TSWAING LOCAL MUNICIPALITY



PART I

AUTHORITY TO SIGN

AUTHORITY TO SIGN

TSWAING LOCAL MUNICIPALITY

AUTHORITY TO SIGN DOCUMENTS

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete

The certificate set out below for the relevant category. Delete whichever is inapplicable.

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

The following documentation must be provided in all categories

Certified Copy of Extract from Minutes

Company Documentation

A. Certificate for company

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

As witnesses:-

1.

Witness

Chairman

2.

Witness

Date

AUTHORITY TO SIGN

B. Certificate for partnership

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

NAME	ADDRESS	SIGNATURE	DATE	

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

AUTHORITY TO SIGN

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract

..... and any contract resulting from it on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE, NAME & CAPACITY
Lead Partner (Partner 1)		Signature: _____ Name: _____ Position: _____
Partner 2		Signature: _____ Name: _____ Position: _____
Partner 3		Signature: _____ Name: _____ Position: _____
Partner 4		Signature: _____ Name: _____ Position: _____

AUTHORITY TO SIGN

D. Certificate for sole proprietor.

I, hereby confirm that I am the sole owner of the business

trading as

.....

As witnesses:-

1.
Witness

.....
Signature: Sole owner

2.....
Witness

.....
Date

E. Certificate for Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

TSWAING LOCAL MUNICIPALITY

AUTHORITY TO SIGN

NOTE: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

In his capacity as:

Date:

Signature of Signatory:

TSWAING LOCAL MUNICIPALITY



PART J

TECHNICAL SPECIFICATION

TSWAING LOCAL MUNICIPALITY

SCM 003/2025/2026

TENDER SPECIFICATIONS

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS (THREE) FOR THE AUDIT, SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND MANAGEMENT OF WATER AND ELECTRICITY METERS INCLUDING SMART METERING, AMR/AMI SYSTEMS AND REVENUE ENHANCEMENT SERVICES FOR A PERIOD OF TWELVE (12) MONTHS

TERMS OF REFERENCE

TENDER SPECIFICATION

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE AUDIT, SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND MANAGEMENT OF WATER AND ELECTRICITY METERS INCLUDING SMART METERING, AMR/AMI SYSTEMS AND REVENUE ENHANCEMENT SERVICES FOR A PERIOD OF TWELVE (12) MONTHS

1. Introduction

Tswaing Local Municipality invites suitably qualified and experienced service providers to bid for the provision of electricity and water metering services, including supply of meters, disconnections, reconnections, meter audits, meter installations, replacement of faulty, non-functional, tampered and obsolete electricity and water meters, meter data verification, revenue enhancement services, and the installation of tamper-proof metering enclosures within the municipal area of jurisdiction.

2. Scope of work

- Supply and delivery of Water meters
 - Supply and delivery of electricity meters
 - Replace faulty, damaged, tampered, non-functional and obsolete electricity prepaid and conventional meters.
 - Replace faulty, damaged, leaking, inaccurate or non-functional water meters.
 - Supply and install approved electricity meters and water meters where required.
-

-
- Verify meter numbers, GPS coordinates, customer information and account details.
 - Record final and initial readings during meter replacement.
 - Capture photographic evidence before and after replacement.
 - Identify and report illegal connections, bypasses and meter tampering.
 - Test and commission newly installed meters.
 - Provide monthly reports on audits, replacements, illegal connections and revenue. enhancement opportunities.

3. ELECTRICITY METERS

I. PREPAID ELECTRICITY METER

General Requirements

- STS Edition 2 compliant and approved by the STS Association.
- Compliant with NRS 057, SANS 1524, IEC 62052 and IEC 62055 standards.
- Compatible with the Municipality's existing vending system and future vending platforms.
- Suitable for residential, commercial and municipal applications.
- Split-meter configuration (Customer Interface Unit and Metering Unit).
- Prepaid functionality with remote vending compatibility.
- TID Rollover compliant.
- AMR/AMI ready.

Electrical Characteristics

- Single Phase: 230V, 50Hz, 10(60)A minimum.
- Three Phase: 400V, 50Hz, 10(80)A minimum.
- Accuracy Class 1 or better.
- Surge protection incorporated.
- Low voltage and over-voltage protection.

Revenue Protection Features

- Magnetic tamper detection.
 - Neutral disturbance detection.
 - Reverse current detection.
 - Meter cover open alarm.
 - Terminal cover tamper alarm.
 - Bypass detection.
 - Earth leakage detection.
-

-
- Event logging with date and time stamps.
 - Remote tamper notification where communication is available.

Communication Requirements

The meter shall support one or more of the following communication technologies:

- GSM/GPRS/4G.
- RF Mesh.
- LoRaWAN.
- NB-IoT.
- PLC (Power Line Communication).

Smart Meter Features

- Remote meter reading.
- Remote credit management.
- Remote firmware updates.
- Remote disconnect and reconnect capability.
- Real-time consumption monitoring.
- Load limiting and load management.
- Time-of-use tariff capability.
- Demand management functionality.
- Remote load change capability.

Data Storage

- Minimum 12 months consumption history.
- Load profile recording.
- Power outage and restoration records.
- Tamper event history.
- Token transaction history.

Display Requirements

The Customer Interface Unit (CIU) shall display:

- Remaining credit balance.
 - Total energy consumed.
 - Meter number.
 - Tariff information.
 - Alarm notifications.
 - Tamper notifications.
 - Emergency credit status.
-

Environmental Requirements

- Minimum IP54 protection rating.
- UV resistant enclosure.
- Operating temperature: -10°C to +55°C.
- Humidity: Up to 95% non-condensing.

Meter Enclosure

- Tamper-proof meter enclosure.
- Lockable and sealable meter box.
- Suitable for pole-mounted and wall-mounted installations.
- UV and corrosion resistant.

Installation Requirements

The service provider shall:

- Supply and install all accessories.
- Replace damaged service cables where necessary.
- Install tamper-proof seals (Labeled for TLM).
- Capture GPS coordinates.
- Record final and initial meter readings.
- Capture photographic evidence before and after installation.
- Update the municipal customer database and GIS records.

Warranty

- Minimum 5-year manufacturer's warranty.
- Availability of spare parts and technical support for at least 10 years.

II. SMART PREPAID ELECTRICITY METER

General Requirements

- STS Association Approved.
 - Compliant with NRS 057 and SANS 1524 standards.
 - Single-phase (60) minimum and three-phase (80)A minimum direct connected or CT operated) options.
 - Split-type keypad configuration.
 - Tamper detection and alarm functionality.
 - Reverse energy detection.
 - Magnetic tamper detection.
 - Neutral disturbance detection.
 - Remote monitoring and communication capability.
 - TID (Token Identifier) compliant.
-

-
- Compatible with municipal vending systems.
 - AMI/AMR ready.

Communication

- GSM/GPRS/4G/NB-IoT communication.
- Remote meter reading capability.
- Remote firmware updates.
- Real-time event logging.
- Remote disconnect and reconnect functionality.

Data Storage

- Minimum 12 months load profile storage.
- Event logging for tampering, outages, and power restoration.
- Consumption history.

Environmental

- IP54 minimum protection rating.
- Operating temperature: -10°C to +55°C.

Warranty

- Minimum 5-year manufacturer warranty.
- Availability of spare parts and technical support for at least 10 years.

III. Conventional Electricity Meter

General Requirements

- SABS approved.
- Compliant with IEC 62052 and IEC 62053 standards.
- Class 1 accuracy.
- Single-phase and three-phase options.
- Digital display.
- Reverse energy indication.
- Tamper detection.

Technical Requirements

- Voltage: 230V single phase.
- Voltage: 400V three phase.
- Frequency: 50Hz.
- Current rating: 10(60)A minimum.

Warranty

- Minimum 5 years.
 - Availability of spare parts and technical support for at least 10 years.
-

IV. AMR Electricity Meter

General Requirements

- Compatible with existing municipal AMR infrastructure.
- Remote reading capability.
- Interval data recording.
- Load profile storage.
- Revenue protection alarms.

Communication

- RF, GSM, LoRaWAN or NB-IoT communication, 4G,5G.
- Automated daily meter reading.
- Remote diagnostics.

Data Requirements

- Hourly consumption profiles.
- Outage notifications.
- Tamper notifications.

Warranty

- Minimum 5 years.

V. Electricity Bulk Meter

General Requirements

- Application Network: 11kV (Medium Voltage), 3-phase, 3-wire or 4-wire systems.
- Connection Interface: Transformer-rated (VT/CT operated).
- Reference Voltage (U_n): $3 \times 110V$ (Phase-to-Phase) or $3 \times 63.5/110V$ nominal secondary VT voltage. Auto-ranging up to 240/415V.
- Rated Current (I_n) / (I_{max}): 1A or 5A secondary CT nominal current (software and hardware configurable). Maximum current 2A or 10A.
- Accuracy Class: Active Energy Class 0.2S compliance in accordance with [IEC 62053-22]. Reactive Energy Class 0.5S or Class 1 per [IEC 62053-24].
- Frequency: 50Hz ($\pm 5\%$).

Communication

- Modem Type: Integrated or securely under-the-cover modular plug-and-play cellular modem, hot-swappable without breaking main metrological seals.
 - Network Technology: 4G / LTE (with fallback to 3G/2G) and supporting 5G NR (New Radio).
 - SIM Card Configuration: Dual-SIM slot or integrated eSIM option to secure against physical theft.
-

-
- Supplied SIM Card: Ruggedized, industrial machine-to-machine (M2M) SIM card pre-loaded with a managed APN data contract valid for 36 months, featuring automatic national roaming.

Data Requirements

- Load Profiling: Minimum 16 channels of independent data logging with memory capacity for **180 days at 15-minute intervals** (Active/Reactive Import/Export, Apparent Energy, Voltages, Currents).
- Power Quality Monitoring: Full compliance with IEC 61000-4-30 Class S. Logs Total Harmonic Distortion (THD) up to the 31st harmonic, voltage sags, swells, transients, phase unbalance, and power factor.
- Tamper & Fraud Detection: Real-time logging and immediate over-the-air notification for terminal cover open, switchgear door open, phase failure, current reversal, VT missing/neutral drift, and CT short/open circuit.

Warranty

- Warranty: Minimum 5-year comprehensive manufacturer warranty covering meter, modem, and battery defects.
- Support: Local technical support agent required to guarantee a 24-hour response time for critical 11kV bulk account faults.

4. WATER METERS

I. Smart Water Meter

General Requirements

- Compliant with SANS 1529 and ISO 4064.
- Ultrasonic or electromagnetic technology.
- Battery-powered.
- Minimum battery life of 10 years.
- Leak detection capability.
- Reverse flow detection.
- Tamper alarm functionality.
- AMI/AMR compatible.

Communication

- NB-IoT, LoRaWAN, GSM or RF communication.
- Real-time consumption monitoring.
- Remote reading capability.

Meter Sizes

- Domestic: 15mm, 20mm, 25mm.
 - Commercial: 40mm, 50mm, 80mm, 100mm.
-

Accuracy

- R160 or higher metrological class.

Protection

- IP68 waterproof rating.

Warranty

- Minimum 10 years.

II. Conventional Water Meter

General Requirements

- Compliant with SANS 1529 and ISO 4064.
- Multi-jet or volumetric type.
- Mechanical register.
- Pulse-ready for future AMR integration.

Meter Sizes

- 15mm
- 20mm
- 25mm
- 40mm
- 50mm
- 80mm
- 100mm
- 160mm
- 200mm
- 250mm
- 300mm
- 315mm
- 350mm
- 400mm

Accuracy

- Class B minimum.
- R100 minimum metrological ratio.

Pressure Rating

- PN16 minimum.

Protection

- UV-resistant composite body or brass body.
 - Corrosion resistant.
-

Warranty

- Minimum 5 years.

III. AMR Water Meter**General Requirements**

- Compatible with existing municipal AMR platform.
- Pulse output enabled.
- Remote reading capability.
- Leak detection alarms.
- Tamper alarms.

Communication

- RF, LoRaWAN, GSM or NB-IoT.
- Daily automated meter readings.
- Consumption trend reporting.

Data Requirements

- Hourly and daily consumption records.
- Reverse flow alerts.
- Leak alerts.
- No-flow alerts.

Protection

- IP68 rating.

Warranty

- Minimum 10 years.

3. INSTALLATION REQUIREMENTS**Electricity Meters**

- Installation shall comply with:
 - Occupational Health and Safety Act (Act 85 of 1993).
 - SANS 10142-1.
 - NRS 057.
 - Municipal Electricity Supply By-laws.
 - Tamper-proof meter boxes shall be installed.
 - All installations shall be tested and commissioned before handover.
-

Water Meters

- Installation shall comply with:
 - SANS 10252.
 - SANS 1529.
 - Water Services Act (Act 108 of 1997).
 - Municipal Water Services By-laws.
- Meter boxes shall be lockable and tamper-proof.
- GPS coordinates and photographs shall be recorded for every installation.

5. Additional Special Conditions

- Tswaing Local Municipality currently services approximately:
 - 16,000 registered properties in the billing system.
 - 14,000 water service connections.
 - 7,000 electricity metering points.
 - 1,000 conventional electricity meters.
 - The Municipality intends to implement a comprehensive revenue enhancement and metering improvement programme aimed at improving billing accuracy, reducing non-technical losses, strengthening revenue collection, and improving customer data integrity.
 - The Municipality reserves the right to appoint one or more service providers for the execution of the works, either by service category, geographical area, phase of implementation, or any combination thereof. No service provider shall have an exclusive right to perform the services under this contract.
 - The Municipality reserves the right, at its sole discretion, to execute any portion of the services through its internal resources and personnel where capacity exists, or to allocate specific work packages to one or more appointed service providers from the panel based on operational requirements, budget availability, performance, technical capacity, response times, geographical location, and the nature of the work to be undertaken.
 - The appointment of a service provider to the panel shall not guarantee any minimum value or volume of work. Work shall be allocated on an as-and-when-required basis through written instructions issued by the Municipality.
-

-
- The Municipality further reserves the right not to award any work under the contract, to suspend certain activities, or to undertake specific activities in-house where it is deemed to be in the best interest of the Municipality.
 - The Municipality shall not be liable for any loss of profit, overhead recovery, standing time, or claims arising from the allocation, non-allocation, reduction, postponement, or cancellation of any work package under this contract.
 - The quantities indicated in this tender are estimates only and are provided for evaluation purposes.
 - The Municipality does not guarantee any minimum volume of work and reserves the right to increase, decrease or suspend portions of the work depending on operational requirements, funding availability, Council decisions, and revenue enhancement priorities.
 - The successful bidder shall ensure that all installed STS, conventional, smart and AMR meters are capable of integration with the Municipality's:
 - Vending System
 - Billing system.
 - Revenue management system.
 - GIS platform.
 - Meter data management systems.
 - Future smart city and smart utility initiatives.
 - The Municipality shall own all data generated through the installed metering infrastructure.
 - All existing meters removed, replaced, upgraded or disconnected during the execution of the contract shall remain the sole property of Tswaing Local Municipality.
 - The successful bidder shall:
 - Maintain a meter removal register.
 - Record meter numbers, customer details, final readings, GPS coordinates and condition of the meter.
-

- Submit monthly disposal and recovery reports.
- Hand over all removed meters to the Municipality's designated official.
- No removed meter may be disposed of without written approval from the Municipality.

TSWAING LOCAL MUNICIPALITY



PART

K

REQUIRED DOCUMENTS

SUBMISSION OF REQUIRED DOCUMENTS

You are required to submit the following documents:

NB: Not submitting any of the abovementioned documents will render your tender nonresponsive and as a result invalidate your offer.

1. **Current Rates and taxes certificate/Statement for the company (bidder) not in arrears for more than three months/ lease agreement if the property is rented, clearly stipulating who is responsible for the municipal rates and taxes/affidavit if working from home together with the home rates and taxes statements.**
2. **Proof of residence & affidavit if residing in a village (clearly state on the affidavit that you don't pay rates and taxes, you reside and run business in the same address.**
3. **Bidders are requested to attach lease agreement signed by both parties (Account holder and bidder) if working from home.**
4. **Copy of a certified copy will not be accepted.**

NB: THESE DOCUMENTS TOGETHER WITH A FULLY COMPLETED TENDER DOCUMENT MUST BE SCANNED AND SUBMITTED ON A COMPACT DISC TOGETHER WITH THE HARD COPY DOCUMENTS (FOUR COPIES OF THE CD MUST BE SUBMITTED WRITTEN ORIGINAL, COPY 01 OF 3, COPY 02 OF 3, ETC.)

TSWAING LOCAL MUNICIPALITY



PART L

CONTRACT TERM

TSWAING LOCAL MUNICIPALITY

PRICING SCHEDULES

TSWAING LOCAL MUNICIPALITY

CONTRACT TERM

TSWAING LOCAL MUNICIPALITY

SCM 003/2025/2026

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS (THREE) FOR THE AUDIT, SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND MANAGEMENT OF WATER AND ELECTRICITY METERS INCLUDING SMART METERING, AMR/AMI SYSTEMS AND REVENUE ENHANCEMENT SERVICES FOR A PERIOD OF TWELVE (12) MONTHS

CONTRACT TERM

No representation regarding a renewal or continuation of contract after the termination date of this contract shall be valid unless recorded in writing in a new contract and signed by both parties.

No renewal or continuation of the contract shall give rise to any expectation of further renewals or continuation of the contract.

SIGNATURE TENDERER	OF		DATE	
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TSWAING LOCAL MUNICIPALITY



PART M

PRICING SCHEDULE

PRICING SCHEDULE –NON-FIRM PRICES

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

Name of Bidder		Bid Number	SCM010/2025/26
Closing Time	12H00	Closing Date	31/08/2026

PRICING SCHEDULES

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENT.

THE FOLLOWING WILL BE PERIODS TO CONSIDER PRICE ADJUSTMENTS

1ST Anniversary from date of appointment

2ND anniversary

NOTE:

- 1. The municipality hereby allows the abovementioned periods for price adjustments, taking into consideration volatile market conditions and allowing service providers to effectively and efficiently be in a position to quote prices that reflect value for money and a shared risk factor in terms of unforeseen price changes which might put either the municipality or the prospective bidder in jeopardy**
- 2. The service provider must when changing prices, substantiate that with proof.**

PRICING SCHEDULE

			Supply Rate	Installation Rate
METER AUDIT SERVICES				
Description	Unit	Quantity	Rate (R)	
Electricity prepaid meter audit	Each	1		
Conventional electricity meter audit	Each	1		
Water meter audit	Each	1		
Verification of customer and property information	Each	1		
GPS coordinate capturing	Each	1		
Photographic verification of meter installation	Each	1		
Illegal connection investigation and reporting	Each	1		
Data cleansing and customer database verification	Each	1		
PREPAID ELECTRICITY METERS				
Description	Unit	Quantity	Supply Rate (R)	Installation Rate (R)
Supply and install Single Phase STS Smart Prepaid Meter (60-250A)	Each	1		
Supply and install Three Phase STS Smart Prepaid Meter	Each	1		
Supply and install Split Meter Customer Interface Unit (CIU)	Each	1		
Supply and install Bulk Meter	Each	1		
Meter programming and commissioning	Each	1		

TSWAING LOCAL MUNICIPALITY

PRICING SCHEDULES

Meter integration into vending system	Each	1		
TID Rollover implementation	Each	1		
CONVENTIONAL ELECTRICITY METERS				
Description	Unit	Quantity	Supply Rate (R)	Installation Rate (R)
Supply and install Single Phase Conventional Meter	Each	1		
Supply and install Three Phase Conventional Meter	Each	1		
Meter testing and commissioning	Each	1		
Replacement of damaged meter board	Each	1		
AMR ELECTRICITY METERS				
Description	Unit	Estimated Qty	Supply Rate (R)	Installation Rate (R)
Supply and install AMR Single Phase Electricity Meter	Each	1		
Supply and install AMR Three Phase Electricity Meter	Each	1		
Supply and install AMR Communication Module	Each	1		
AMR software integration and commissioning	Each	1		
CONVENTIONAL WATER METERS				
Description	Unit	Quantity	Supply Rate (R)	Installation Rate (R)
Supply and install 15mm Water Meter	Each	1		
Supply and install 20mm Water Meter	Each	1		
Supply and install 25mm Water Meter	Each	1		
Supply and install 40mm Water Meter	Each	1		
Supply and install 50mm Water Meter	Each	1		
Supply and install 80mm Water Meter	Each	1		
Supply and install 100mm Water Meter	Each	1		
Supply and install 160mm Water Meter	Each	1		
Supply and install 200mm Water Meter	Each	1		
Supply and install 250mm Water Meter	Each	1		
Supply and install 300mm Water Meter	Each	1		
Supply and install 315mm Water Meter	Each	1		
Supply and install 355mm Water Meter	Each	1		
Supply and install 400mm Water Meter	Each	2		
CONVENTIONAL AMR WATER METERS				

TSWAING LOCAL MUNICIPALITY

PRICING SCHEDULES

Description	Unit	Quantity	Supply Rate (R)	Installation Rate (R)
Supply and install AMR Water Meter (15mm–25mm)	Each	1		
Supply and install AMR Water Meter (40mm–100mm)	Each	1		
Supply and install AMR Water Meter (160mm–355mm)	Each	2		
Supply and install AMR Communication Device	Each	1		
Integration into AMR software platform	Each	1		
OTHER				
Description	Unit	Quantity	Supply Rate	Installation Rate (R)
Supply and install Tamper-Proof Electricity Meter Box	Each	1		
Supply and install Pole Mounted Meter Enclosure	Each	1		
Supply and install Water Meter Box	Each	1		
Replace damaged meter box	Each	1		
Install anti-tamper seals (Labeled for TLM)	Each	1		
Supply anti-tamper seals (Labeled for TLM)	Each	1		
Electricity disconnection at meter	Each	1		
Electricity reconnection at meter	Each	1		
Electricity disconnection at pole	Each	1		
Electricity reconnection at pole	Each	1		
Water service disconnection	Each	1		
Water service reconnection	Each	1		
Follow-up inspection	Each	1		
Notice delivery	Each	1		
GIS mapping and updating	Each	1		
Meter database update	Each	1		
Monthly performance reporting	Month	12		
Revenue enhancement dashboard	Month	12		
Asset register update	Each	1		
ILLEGAL CONNECTIONS				
Description	Unit	Quantity	Rate	
Investigation of illegal electricity connection	Each	1		
Removal of illegal electricity connection	Each	1		
Investigation of illegal water connection	Each	1		
Removal of illegal water connection	Each	1		
Revenue enhancement report	Monthly	12		

TSWAING LOCAL MUNICIPALITY

PRICING SCHEDULES

Court attendance by technical personnel	Hour	As Required		
Communication		Quantity	Rate	
Sim Card Supply	Each	1		
Internet Data supply	P/mb	1		
Internet Modem 3G	Each	1		
Internet Modem 4G	Each	1		
Internet Modem 5G	Each	1		
Description	Amount			
Communication infrastructure upgrades	Provisional Sum			
Training and skills transfer	Provisional Sum			
Public awareness and stakeholder engagement	Provisional Sum			
			Supply Rate Total	Installation Rate Total
Total Amount (Excl. VAT)				
VAT (15%)				
Total Amount (Incl. VAT)				

**TOTAL TENDER PRICE
(Inclusive of 15% VAT)
(SUPPLY AND
INSTALLATION RATE)**

R

**Period required for commencement with
project after acceptance of bid**

Are the rates quoted firm for the full period of contract?

YES

NO

TSWAING LOCAL MUNICIPALITY

PRICING SCHEDULES

Required by:	TSWAING LOCAL MUNICIPALITY				
At:	CNR GENERAL DELAREY AND GOVERNMENT STR DELAREYVILLE 2770				
Does the offer comply with the specification(s)?			<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO
YES	NO				
If not to specification, indicate deviation(s)					
Period required for delivery					
Delivery basis					

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

Any enquiries regarding bidding procedures may be directed to:

Any Enquiries Regarding The Bidding Procedure May Be Directed To					
Tswaing local municipality					
Department	Budget And Treasury	Contact Person	Mr. T Melken	Tel	053 948 0073

Any enquiries regarding Technical Information May Be Directed To					
Department	Technical Service	Contact Person	Mr T Meerken	Tel	053 948 0900

TSWAING LOCAL MUNICIPALITY

PRICING SCHEDULES

SIGNATURE OF TENDERER		DATE:	
NAME OF SIGNATORY		CAPACITY	
NAME OF FIRM(COMPANY)			

TSWAING LOCAL MUNICIPALITY



PART N

FORM OF OFFER

NB: COMPLETE AND SIGN THE OFFER PAGES.

FORM OF OFFER**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS (THREE) FOR THE AUDIT, SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND MANAGEMENT OF WATER AND ELECTRICITY METERS INCLUDING SMART METERING, AMR/AMI SYSTEMS AND REVENUE ENHANCEMENT SERVICES FOR A PERIOD OF TWELVE (12) MONTHS**

The Purchaser has solicited offers to enter into a contract for APPOINTMENT OF A PANEL OF SERVICE PROVIDERS (THREE) FOR THE AUDIT, SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND MANAGEMENT OF WATER AND ELECTRICITY METERS INCLUDING SMART METERING, AMR/AMI SYSTEMS AND REVENUE ENHANCEMENT SERVICES FOR A PERIOD OF TWELVE (12) MONTHS.

The tenderer, identified in the offer signature block, has examined the documents listed in the tender Document and addenda thereto as listed in the tender document table of contents, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer, the tenderer offers to perform all of the obligations and liabilities of the Supplier 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 Tender document.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**In figures****In words****R**

Enter an amount above only if the total of the Prices column in the Price List includes all the work included in the offer.

This offer may be accepted by the Purchaser 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 Supplier in the conditions of contract identified in the Contract Data..

SIGNATURE(S)		NAME(S)	
CAPACITY		NAME OF ORGANIZATION/COMPANY AND ADDRESS	
NAME OF WITNESS		SIGNATURE OF WITNESS	



PART O

FORM OF ACCEPTANCE

ACCEPTANCE

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS (THREE) FOR THE
AUDIT, SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND
MANAGEMENT OF WATER AND ELECTRICITY METERS INCLUDING SMART
METERING, AMR/AMI SYSTEMS AND REVENUE ENHANCEMENT SERVICES
FOR A PERIOD OF TWELVE (12) MONTHS**

By signing this part of the form of offer and acceptance, the employer identified below accepts the Tender supplier's offer. In consideration thereof, the employer shall pay the tender supplier the amount due in accordance with the conditions of quote identified in the tender data. Acceptance of the tender supplier's offer shall form an agreement between the employer and the tender supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tender supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tender supplier 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(s)

.....

Name(s)

.....

Capacity

.....

For the

Employer

.....

.....

(Name and address of organization)

Date:

TSWAING LOCAL MUNICIPALITY



PART

P

EVALUATION CRITERIA

EVALUATION CRITERIA

EVALUATION CRITERIA AND METHODOLOGY

1. FUNCTIONALITY:

COMPANY EXPERIENCE (30 POINTS)

Experience in municipal meter audit, supply, installation, replacement, AMR/AMI implementation, revenue enhancement and related services.

Criteria	Points
5 or more similar municipal projects completed within the last 5 years	30
4 similar projects	25
3 similar projects	20
2 similar projects	10
1 similar project	5
No proof submitted	0

Provide the following;

- Appointment letters.
- Signed completion certificates.
- Reference letters from municipalities

KEY PERSONNEL AND TECHNICAL CAPACITY (20 POINTS)

Project Manager

Qualification	Points
Professional Engineer (Pr Eng) / Professional Engineering Technologist (Pr Tech Eng)	10
BTech/BEngTech/National Diploma Engineering	5
Lower qualification	2
No proof	0

Technical Team

Resource	Points
Registered Electrician and Water Technician available	6
One registered technician available	3
No proof	0

PLANT, EQUIPMENT AND SYSTEMS (15 POINTS)

Resource	Points
Minimum 5 fully equipped installation teams with vehicles and tools	15
Minimum 4 teams	12
Minimum 3 teams	8
Minimum 2 teams	4
Less than 2 teams	0

Minimum Resources

- Vehicles.
- Cherry picker/sky jack
- Test equipment.
- GPS-enabled devices.
- Meter programming equipment.
- Safety equipment.
- Computers and software.

Proof of ownership or lease agreements must be submitted.

PROJECT METHODOLOGY AND IMPLEMENTATION PLAN (10 POINTS)

Criteria	Points
Detailed methodology including audit, replacement, AMR integration, reporting and revenue enhancement strategy	10
Good methodology with implementation plan	7
Basic methodology	4
Poor methodology	1
No methodology	0

The methodology must address:

- Meter audit process.
- Meter replacement process.
- Customer communication.
- Data verification.
- GIS integration.
- Revenue enhancement.
- Illegal connection management.
- Reporting requirements.
- Quality assurance.

SUMMARY OF FUNCTIONALITY

Functionality Criteria	Maximum Points
Company Experience	30
Key Personnel and Technical Capacity	20

Plant, Equipment and Systems	15
Methodology and Implementation Plan	10
TOTAL	75

Minimum Qualifying Score

70%

**TSWAING LOCAL MUNICIPALITY
EVALUATION CRITERIA**

1. PRICE AND SPECIFIC GOALS

Bidders will be evaluated on price and specific goals, evaluation for Price and Specific Goals shall be based on the 80/20 PPPFA principle and the points for evaluation criteria are as follows on each bid.

Evaluation Criteria		Points
1.	Price	80
2.	Specific Goals	20
3.	Total	100

TSWAING LOCAL MUNICIPALITY



PART Q

MEMORY STICK

that information in the USB.

TSWAING LOCAL MUNICIPALITY

The following documents must be ensured that are scanned:

- The completed tender/proposal document.
- All returnable documents, including and not limited to Tax clearance certificate, BBBEE certificates, registration documents, Certified ID Copies.

□

It is very important that bidders do so as such information act as a backup mechanism should bidder's documents, which are required for evaluation go missing.

Bidders must make a copy of the USB and attach them to the hardcopy documents.

TSWAING LOCAL MUNICIPALITY



PART R

CHECKLIST

CHECKLIST

Checklist of documents to be submitted:

Please tick in the relevant block below

YES

NO

☐
☐

Company registration documents listing all members with percentages, in case of a CC/PTY LTD

☐
☐

Proof of ownership i.e. Shareholding CK1/CK2, Partnership agreement, Shareholding CM3

☐
☐

Original valid Tax Clearance certificate.

☐
☐

Latest Certified copies (Copy with original stamp of not more than 3 months) of all share certificates (i.e. copy with original stamp), in case of a company.

☐
☐

Updated rates and taxes certificate (SCM 5) not older than three months for the company, proof of residence / affidavit from SAPS if working from home.

☐
☐

Updated rates and taxes certificate (Municipal Accounts) for Directors/Members of the company not older than three months.

☐
☐

Proof of residence and affidavit from SAPS if working from home, clearly stating under oath that the company works from home.

CHECKLIST

☐ ☐ Proof of residence and affidavit from SAPS if the place you reside in is not paying rates and taxes, clearly stating under oath that the people residing there, do not pay for rates and taxes.

Updated BEE rating certificate issued by a SANAS Accredited BEE ☐ ☐
verification agency OR Sworn affidavit for EME or QSE

☐ ☐ Proof of purchase of tender document/Receipt (Original Copy)(ONLY IF APPLICABLE)

☐ ☐ Joint Venture Certificate (Only in Case of a Joint Venture)

☐ ☐ List of references of past and present clients (name of institution, Nature of work, Duration of contract, tendered amount, contact person with office telephone number)

☐ ☐ Authority to sign in the company letterhead

Please ensure that the following documents are completed:

YES NO

☐ ☐ Completed specifications

☐ ☐ Completed Bid Conditions

☐ ☐ Completed Economic Empowerment

☐ ☐ Completed Price Schedule with detailed breakdown

☐ ☐ All pages of the tender and supporting documents are initialled

CHECKLIST

☐ ☐

The tender document completed in black ink

☐ ☐

All relevant forms signed

☐ ☐

The tender document has not been tempered with, it is in the same order and not part there of removed or omitted.

☐ ☐

One original tender document with four soft copies in CDs (clearly marked as original and copy 1 of 4, 2 of 4, 3 of 4, 4etc)

Kindly take note that:

1. **Should all of these documents not be included, the bidder may be disqualified on the basis of non-compliance.**
2. **The same documents must be submitted for all other companies that are involved in the tender in case of a consortium.**

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF BIDDER(COMPANY)			