



MHLATHUZE WATER

INVITATION TO BID - SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

RFP CONTRACT NO:	MW/69/3/2022/2023
ISSUE DATE:	01 MARCH 2023
BRIEFING DATE:	14 MARCH 2023
TIME	10H00AM
CLOSING DATE:	22 MARCH 2023
CLOSING TIME:	12:00 PM
BID VALIDITY PERIOD:	90 Days from Closing Date

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF
MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

SCHEDULE OF BID DOCUMENTS

Section No

Page

SECTION 1: SBD1 FORM

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR THE:

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF
MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

BID NUMBER	MW/69/3/2022/2023	ISSUE DATE: 01 MARCH 2023	CLOSING DATE: 22 MARCH 2023	CLOSING TIME: 12.00
DESCRIPTION	SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)			
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				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE
				UNIQUE REGISTRATION REFERENCE NUMBER: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 2 of 90

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF
MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]			
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.			

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. TAX COMPLIANCE REQUIREMENTS
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTOR FIRMS ARE INVOLVED,

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 3 of 90

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF
MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

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

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE
BID INVALID.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE: _____

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 4 of 90

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

SECTION 2 : NOTICE TO BIDDERS

INVITATION TO BID

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

DESCRIPTION	SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)
TENDER ADVERT	All Mhlathuze Water tenders are advertised on the National Treasury's e-Tender Publication Portal Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Mhlathuze Water website) not be available, bidders are advised to check on the other media for advertised tenders.
COMMUNICATION	Any addenda to the RFP or clarifications will be published on the e-tender portal and Mhlathuze Water website. Bidders are required to check the e-tender portal prior to finalising their bid submissions for any changes or clarifications to the RFP. Mhlathuze Water will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.
BRIEFING SESSION	Yes – Compulsory 14 March 2023 @ 10h00 Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address Mhlathuze Water Head Office, Training Room Corner of South Central Arterial and Battery Bank Alton Richards Bay (3900)
CLOSING DATE	12:00 pm on Wednesday, 22 March 2023 Bidders must ensure that bids are uploaded timeously onto the system. As a general rule, if a bid is late, it will not be accepted for consideration.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 5 of 90

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF
MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

VALIDITY PERIOD	90 Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.
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Any additional information or clarification will be published on the e-Tender portal and Mhlathuze Water website, if necessary.

3 FORMAL BRIEFING

A compulsory meeting and/or RFP briefing will be conducted on the **14 March 2023, at 10:00am** for a period of \pm 2 hours. The briefing session will start punctually and information will not be repeated for the benefit of meeting attendants joining late the meeting.

Address: Mhlathuze Water Head Office, Training Room @10h00

Corner of South Central Arterial and Battery Bank

Alton

Richards Bay (3900)

3.1 *A Certificate of Attendance in the form set out in this document must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting and/or RFP briefing.*

3.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.

3.3 Respondents are encouraged to bring a copy of the RFP to the site meeting and/or RFP briefing session.

4 RFP INSTRUCTIONS

4.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.

4.2 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 6 of 90

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

- 4.3 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Mhlathuze Water through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Mhlathuze Water.

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) as per the B-BBEE Preferential Procurement Regulations, 2017 preference point scoring.

6 COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to Sihle Mndaweni, 035 902 1037] before **12:00 pm on 17 March 2023** substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Mhlathuze Water response to such a query will be published on the e-tender portal and Mhlathuze Water website.
- 6.2 After the closing date of the RFP, a Respondent may only communicate with the name of delegated individual (Mr Sihle Mndaweni), at telephone number 035 902 1037, email tenders@mhlathuze.co.za on any matter relating to its RFP Proposal.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 7 of 90

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 6.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Mhlathuze Water in respect of this RFP between the closing date and the date of the award of the business.
- 6.5 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

7 CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information related to this RFP or the subsequent contract, written approval must be obtained from Mhlathuze Water.

8 COMPLIANCE

The successful Respondent shall be in full and complete compliance with any and all applicable laws and regulations.

9 EMPLOYMENT EQUITY ACT

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

10 DISCLAIMERS

Respondents are hereby advised that Mhlathuze Water is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of Proposals. In particular, please note that Mhlathuze Water reserves the right to:

- 10.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 award a contract in connection with this Proposal at any time after the RFP's closing date;

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 8 of 90

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

- 10.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 10.6 split the award of the contract between more than one Supplier/Service provider, should it at Mhlathuze Water discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.7 cancel the bid process;
- 10.8 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Mhlathuze Water to do so;
- 10.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.10 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 10.11 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 10.12 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

Note that Mhlathuze Water will not reimburse any Respondent for any prepare RFP costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 9 of 90

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

11 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Mhlathuze Water Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

12 SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Goods/Services and its subcontracting (s) must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/ SECRET/TOP SECRET**. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

13 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Respondents must register on the CSD prior to submitting their bids. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

For this purpose, the attached SBD 1 form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.

14 TAX COMPLIANCE

Respondents must be compliant when submitting a proposal to Mhlathuze Water and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfy arrangements have been made with South African Revenue Service (SARS) to meet the Respondents tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 10 of 90

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

Where Consortia / Joint Ventures / Sub-contracting are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

**Mhlathuze Water urges its clients, suppliers and the general public to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 204 310**

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 11 of 90

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF
MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

SECTION 3 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. INTRODUCTION

This document forms an official request for Tender proposals for the replacement of all Multifunctional Machines and the supply, installation and maintenance for a period of 36 months of new Multifunctional Machines for Mhlathuze Water Offices in Richards Bay.

Service providers are required to respond to this by demonstrating that they have experience, competency, certification & eligibility to meet Mhlathuze Water's requirements and are required to complete all sections as stipulated within this document.

The purpose of this document may be summarized as follows:

- To provide prospective service providers with sufficient information to understand and respond to Mhlathuze Water's requirements.
- To ensure that a consistent level of information is provided to prospective service providers.
- To provide a structured framework for the subsequent evaluation of proposed solutions.

This document sets out the service requirements in more detail and the mechanism for service providers to respond to this Tender.

Information and pricing structures /models and quotations are sought for the provision of the IT services to Mhlathuze Water as defined in this document. This document is in the form of a list of requirements and questionnaire. Questions and requirements have been structured to provide both functional and technical details on current and anticipated business requirements.

2. BACKGROUND INFORMATION

Mhlathuze Water (MW) is a state-owned entity based in Richards Bay and operating in the Province of KwaZulu Natal. However, due to its geographic location in Richards Bay, the entity predominantly operates in the uMkhanyakude, King Cetshwayo and Zululand District Municipalities. Richards Bay is supplied by three dominant water sources namely: Mhlathuze River, Lake Mzingazi and Lake Nsezi. The organization's business activities include raw (untreated), clarified (partially treated) and purified water supply; disposal of industrial and domestic waste water; and scientific services. The organisation provides

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 12 of 90

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

these bulk water services in a sustainable and cost-effective manner. The organisation's major clients include: Foskor, Richards Bay Minerals, City of uMhlathuze and Mondi.

Other business activities include the commercial provision of Scientific Services, through Mhlathuze Water's Laboratory, to external organisations such as municipalities, industry and private clients.

Visit our website on www.mhlathuze.co.za for further information.

3. SCOPE OF WORK AND AREAS OF FOCUS

The Scope of work will include the Supply, Installation, Configuration, training and Commissioning of Multifunctional Machines (Printer, Scanner, Copier and Fax) as per bill of materials, including support, warranty, maintenance & repair for the following Mhlathuze Water sites:

HEAD OFFICE COMPLEX

Head Office complex based in Alton, Richards Bay have the following departments/units:

- Finance
- Technical Services
- Executive
- Corporate Services
- Training Facility
- Scientific Services
- Supply Chain Management
- Central Maintenance (Administration)
- Workshop
- Clinic

The outlying sites based in Richards Bay include:

- Nsezi Water Treatment Plant
- Weir Raw Water Scheme
- Alkandstrand Pump station

Technical requirements

The proposed Managed Print software and equipment must be compatible to run on:

- Client (Computers, tablets, Laptops and Thin clients) running on Windows 7, Windows 8.1, Windows 10
- Microsoft Office 2010, 2013, 2016, O365
- Servers (Windows 2012 /2016/2019 and Terminal server 2012, Exchange 2016/2019)
- Managed Print software integrated with Active directory

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 13 of 90

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF
MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

- Virtualisation - VMWare

The following minimum technical specifications are required

Printing

Resolution 600x600 DPI
Print speed as per attach list
Printer memory 2GB minimum
Hard drive 250GB SSD Support for hard drive encryption
Printer languages - PCL5e/c, PCL 6, PostScript 3 Emulation, XPS, BM Links
Network protocol - TCP/IP, IPX/SPX (NDS support), SMB (NetBEUI), LPD, IPP1.1, SNMP
Drivers for Windows 7/ 8 / 8.1/ 10 Windows Server 2012 / 2016/ 2019
Ethernet network card: Ethernet (10BASE-T/100BASE-TX/1000BASE-T), USB 1.1, USB 2.0, IEEE 802.11 b/g/n
Secure Printing – Pin enabled per user

Scanning

Protocol TCP/IP (FTP, SMB, SMTP, WebDAV) (IPv4/IPv6) –Exchange 2016 and 2019 compatible and Microsoft Outlook 2010/2013/2016, O365
Output Format TIFF, JPEG, PDF, Compact PDF, XPS, Compact XPS
Main Functions Scan to E-Mail, Scan to FTP, Scan to BOX (HDD), Scan to PC and Network drives, Scan to WebDAV, Scan to USB, Scan to Server - Integrate to Sharepoint 2013/2016/2019 Colour Scanning

Faxing

PC Fax Internet fax, plug into Cisco ATA
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Copying

Refer to Technical Schedule of Device requirements per Department

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 14 of 90

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF
MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

Volumetrics

Background Information	
No. of network users	220
No. of users per Location: A Head Office	180
: B Other sites	40

Bill of Material and Technical Specifications as per Annexure A

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 15 of 90

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

4. PROJECT IMPLEMENTATION APPROACH AND METHODOLOGY

Service Providers are requested to provide details of their implementation approach and methodology and are requested to include details and associated costs for activities related to the various phases of the project's life-cycle, namely:

Initiation phase;
Planning phase;
Execution phase;
Close-out phase;
Post Go Live Support.

4.1 Training and skills development

Service Providers are requested to provide details of their training methodology. All end users must be orientated by the service provider to use the new devices as opposed to the "train-the-trainer" concept. The service provider will be required to provide skills transfer to MW IT staff.

4.2 Testing

Service providers are required to provide details of their testing methodology and approach relating to the new hardware and equipment deployment.

4.3 Commissioning

Service providers to provide details of:

- Equipment and data migration strategy and methodology that will be used;
- the strategy, methodology and tools to be used;

4.4 Post commissioning support

The Service provider is required to provide estimated costs and procedure associated with providing specialist skills resources, telephonic/virtual support for 4 weeks post commissioning.

After the 4 weeks post commissioning, a support and maintenance contract will be in place for a period of 36 months.

4.5 Ongoing Support

4.5.1 Support Services

The Service provider is requested to provide a full life cycle product support service for 36 months substantiated with details, describing:

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 16 of 90

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

- Overall support approach and methodology, including the processes, mechanisms, facilities, human resources and material including technical laboratories replicating problems, escalating procedures, support tools, best practices use, etc.;
- Support levels/tiers and contracts;
- Type of service desk support 24/7, 365 days for 3 years;
- Geographical distribution of support centres;
- Guaranteed response time for action and resolution including priority response services, etc.;
- Support mechanisms and/or resources that are built into the products including remote diagnostics, on-line technical problems knowledge base for clients, on-line self service for problem submittal and user community;

- Support call response time (remote, immediate); and
- Support call response time (on-site within 2 hours).

4.6 ROLES AND RESPONSIBILITIES OF KEY PERSONNEL

It is envisioned that the project team will consist of at least the following key personnel who will fulfil the following roles:

4.6.1 Account Manager

He/she will lead the service delivery team, manage conflicts, ensure accuracy of invoicing and ensuring the team's processes and tasks are carried out efficiently.

4.6.2 Project Manager/Technical Lead

The Project Manager/Technical Lead will be responsible for the end-to-end oversight of the project from planning to commissioning of the equipment. He/she will produce a project plan for the supply, delivery, configuration & commissioning of the equipment, and also for handover & orientation of internal staff. He/she will liaise with MW's project manager, report on all matters pertaining to the deliverables, timelines, budget, etc.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 17 of 90

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

4.6.3 Engineer

The Engineer will be responsible for the actual installation, programming and commissioning of the equipment. He/She will test all installation, commissioning & report to the project manager, who will in turn solicit related sign-off.

4.6.4 Technician(s)

The Technician will be responsible for pre and post sales field support

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 18 of 90

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF
MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Mhlathuze Water reserves the right to conduct the different steps of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
• Whether the Bid has been lodged on time	<i>Opening Register</i>
• Verify the validity of all returnable documents	<i>All sections</i>
• Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>

STEP TWO: Test for Substantive Responsiveness to RFP

The test for substantive responsiveness to this RFP will include the following:

Mandatory returnable documents for step two: Test for Substantive Responsiveness to RFP

No.	Document Description	Submitted (Yes/No)
(a)	Proof of Company Registration Documents not older than 2 months	
(b)	Certified copies of Identity Documents of Shareholders/Members of the business (not applicable if a company is a 100 % subsidiary)	
(c)	Proof of Registration with South African Revenue Services or SARS PIN not older than 2 months	
(d)	Proof of Registration with National Treasury Central Supplier Database (CSD) not older than 2 months	
(e)	Certified copy of Partnership or Joint Venture Agreement (if tenderer is a consortium or joint venture)	

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 19 of 90

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

(f)	Valid Certified copy of B-BBEE certificate/Sworn Affidavit	
(g)	Reference Assertion Of Performance Letters From Previous Employers (With Contactable Referees)	
(h)	Proof of agreement that the Service provider is a registered Installer of the product/equipment, has distributor rights to configure, maintain, support, sell and licence the Equipment from the Original Equipment Manufacturer (OEM) if the tenderer is not the OEM	
(i)	Organogram and Curriculum Vitae including certified copies of Qualifications and Certifications of Project Team Members (Project Lead, Technical Lead and other personnel)	
(j)	<p>Project Plan with a detailed methodology for the implementation of the Project including but not limited to – timelines, methodology, appropriateness, compliance/ deviations, quality assurance and project management, tasks and milestones, roles and responsibilities),</p> <ul style="list-style-type: none"> • Migration plan, • Training strategy and Action Plan 	

If a supplier / bidder does not submit the above mandatory returnables documents the Proposal will be disqualified.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 20 of 90

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

SUBSTANTIVE RESPONSIVENESS (MANDATORY)

If a supplier / bidder does not submit the following documents the Proposal will be disqualified.

PRE-QUALIFICATION

		Submitted YES / NO
K	Technical proposal	
L	Pricing and Delivery Schedule	

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 21 of 90

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

SECTION 4. STEP THREE:

MINIMUM THRESHOLD POINTS FOR TECHNICAL CRITERIA.

The test for the technical and functional threshold will include the following:

The Pre-Qualification Criteria and maximum score in respect of each of the criteria are as follows and sufficient detail must be provided in experience sheets/support documentation attached to the Tenders for evaluation purposes.

Total Maximum Evaluation Points for the items is **40**.

The Minimum number of evaluation points for Functionality shall be **24 (60%)** below which value the tender shall be regarded as being non responsive.

Tenderers who will pass functionality, will then be evaluated on price per segment. Tenderers are encouraged to read instructions carefully on Price Data.

The Functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality Sub criteria	SUB CRITERIA	Maximum No
Experience in the industry (based on experience sheet)	<p>1. Experience of the Company in the supply, configuration, implementation, commissioning, training, supporting and maintenance of Multifunctional Machines for clients within the last 10 years</p> <ul style="list-style-type: none">• 5 projects and more (3 points for each) 15• From 3 up to 4 projects (3 points for each) 12• From 1 up to 2 projects (3 points for each) 6• Less than 1 project (0 points for each) 0 <p>Note: Tenders must complete all Schedules in full detail, including the above information. Tenderers are to ensure that the referee's stamps the Experience sheet Schedule or else the company experience points will not be allocated.</p> <p>Alternatively Positive written references by authorized signatory confirming successful performance on similar previous projects as listed in 1 above must be attached so as to claim points for the</p>	

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 22 of 90

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

	<p>company experience. Failure to attached reference letters will result in no points being allocated.</p> <p>The reference letters must include the period that indicates that the project was completed successfully.</p>	
	Maximum score	15
Experience in the industry (based on experience sheet)	<p>2. Experience of the Company in the supply, configuration, implementation, training, commissioning, supporting and maintenance of Multifunctional Machines for clients within the last 10 years in relation to contract value.</p> <ul style="list-style-type: none"> • Contract value of greater than R3 000 000 10 • Contract value of between R2 000 000 to R 2 999 999.99 7 • Contract value of between R1 000 000 to R1 999 999.99 5 • Contract value less than R 999 999 1 <p>NB: (Individual value of the contract awarded is sought for individual project, not the cumulative value of various Purchase Orders awarded to the bidder over years – Completion certificate/Project Sign off with the Project Value is required)</p>	
	Maximum score	10
Qualification and Experience of Key Personnel	<p>3. (i) Certification by the Equipment manufacturer of the Personnel who will carry the overall responsibility for the project (Installation, Support, Service and Maintenance)</p> <ul style="list-style-type: none"> • Certification for more than 5 support staff 5 • Certification for 3-4 support staff 3 • Certification for 1-2 support staff 1 <p>(ii) Experience of the Certified Technical Lead who will carry the Overall responsibility for the project (Installation and Commissioning)</p> <ul style="list-style-type: none"> • 5 years of experience 10 • 3-4 years of experience 8 • 1-2 experience 4 • Less than 1 year 1 <p>The organogram and/cv must indicate who will be fulfilling this role and the certified copies of certificates and qualifications must be attached.</p>	

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 23 of 90

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

	Maximum score	15
	TOTAL MAXIMUM POINTS	40

END OF SECTION –

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)	MW/69/3/2022/2023	01 MARCH 2023	Page 24 of 90

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

A Respondent's compliance with the minimum functionality/technical threshold will be measured in line with evaluation criteria

Respondents are to note that Mhlathuze Water will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation

a. STEP FOUR: Evaluation and Final Weighted Scoring

a) **Price and TCO Criteria** [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 5</i>

Mhlathuze Water will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ OR } PS$$

Where:

Ps = Score for the Bid under consideration
 Pt = Price of Bid under consideration
 $Pmin$ = Price of lowest acceptable Bid

b) **Specific Goals** [Weighted score 20 points]

- ***Black Equity Ownership – 100% (Africans, Coloureds and Indians) 20 point.***

MW Specific Goals	Means of Verification
Race HDP (Black Equity Ownership HDP)	CIPC Registration Certificate/ CSD Printout
Gender HDP (HDP Women Equity Ownership)	% of ownership (CIPC Registration Certificate/ CSD Print out) and B- BBBE Certificate

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

b. SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical / functionality	24

Evaluation Criteria	Final Weighted Scores
Price	80
Specific Goals	20
TOTAL SCORE:	100

c. STEP FIVE: Post Tender Negotiations (if applicable)

- Respondents are to note that Mhlathuze Water may not award a contract if the price offered is not market-related. In this regard, Mhlathuze Water reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - Negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Mhlathuze Water conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Mhlathuze Water based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

d. STEP SEVEN: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- A final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

Compulsory Returnable

SCHEDULE SECTION 5: PRICING AND DELIVERY

The following schedule shall be read in conjunction with the Scope of Work.

PRICING/FINANCIAL SCHEDULE

To support Mhlathuze Water's goal of understanding and managing IT expenditure, a fixed price contract is desired as far as possible, with a breakdown of costs as per schedules below:

1. Implementation fees

Fees related to implementation and post-go live support

No.	Task	Rate per day	Estimated number of days	Total Cost
1a	Preparation and planning for the full project lifecycle			
1b	Deployment and installation fees			
1c	Training & orientation			
1d	Post go-live support		20 days	
1e	Travel			
1f	Accommodation			

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

No.	Task	Rate per day	Estimated number of days	Total Cost
1g	Subsistence			
TOTAL Implementation Fees (excl. VAT)				

N.B. Travel and Accommodation Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

2. Once-off Licence cost (As Per Bill of Material Table)

Once-off license costs		Software Description	No. of Licenses	Unit Cost	Total Cost	Additional information
Once-off license costs per module						
2a	Managed Print Software <i>Specify Device, Server or user licence</i>					
2b	Other (e.g. Third Party Products & Tools) Please specify: a) b) c) d)					
Total Once off Costs						
VAT (15%)						
2.	TOTAL Once Off costs inclusive of VAT					

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

3. Annual Software license maintenance costs (3 year licence)

Annual license maintenance costs (3 year licence)		Software Description	No. of Licenses	Unit Cost	Year 1	Year 2	Year 3	Total Cost
3a	Managed Print Software Licenses <i>Specify Device, server or user licence</i>							
3b	Other (e.g. Third Party Products & Tools) Please specify: a) b) c) d)							
Total annual maintenance costs								
VAT (15%)								
3.	TOTAL annual maintenance costs inclusive of VAT							

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

4. Schedule of Lease cost for Equipment

Department	Model Description	Year 1	Year 2	Year 3	Total Cost
WEIR PUMP STATION					
NSEZI WATER TREATMENT PLANT					
SCIENTIFIC SERVICES					
WORKSHOP					
FINANCE DEPARTMENT					
EXECUTIVE DEPT					
ENVIRONMENT					
SUPPLY CHAIN					
CORPORATE SERVICES					
ENGINEERING DEPT					

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

Department	Model Description	Year 1	Year 2	Year 3	Total Cost
NSEZI WATER TREATMENT PLANT (WORKSHOP)					
HEALTH AND SAFETY/CLINIC					
FINANCE CREDITORS					
SCM INVENTORY					
PUMP STATION					
CORPORATE SERVICES - RECORDS MANAGEMENT					

TOTAL Lease Cost			
VAT (15%)			
4.	TOTAL Lease inclusive of VAT		

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

RATES TO BE PROVIDED FOR THE FOLLOWING SERVICES:

5. Fees for Ongoing support and maintenance all inclusive

Full Rate Chart to be included for all Specialist Resources include Call Out charge (Office hours and After hours)

**** If rates are included in the Paper usage cost and software cost, this table is not applicable ****

No.	ITEM	Year 1 Rate per hour	Year 2 Rate per hour	Year 3 Rate per hour
5a	Software maintenance and support			
5b	Hardware maintenance and support			

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

6. Printing Cost (Cost to be dependent on usage)

**** this rate should include Toner/cartridge replacement, repair/service cost, part replacement, consumables, labour, and travel & subsistence ****

Department	Model Description	YEAR 1 Cost per Page (print/copy) colour	YEAR 2 Cost per Page (print/copy) colour	YEAR 3 Cost per Page (print/copy) colour
WEIR PUMP STATION				
NSEZI WATER TREATMENT PLANT				
SCIENTIFIC SERVICES				
WORKSHOP				
FINANCE DEPARTMENT				
EXECUTIVE DEPT				
ENVIRONMENT				
SUPPLY CHAIN				
CORPORATE SERVICES				

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

Department	Model Description	YEAR 1 Cost per Page (print/copy) Colour	YEAR 2 Cost per Page (print/copy) Colour	YEAR 3 Cost per Page (print/copy) Colour
ENGINEERING DEPARTMENT				
NSEZI WATER TREATMENT PLANT (WORKSHOP)				
HEALTH AND SAFETY/CLINIC				
FINANCE CREDITORS				
SCM INVENTORY				
PUMP STATION				
CORPORATE SERVICES - RECORDS MANAGEMENT				

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

Department	Model Description	YEAR 1 Cost per Page (print/copy) black	YEAR 2 Cost per Page (print/copy) black	YEAR 3 Cost per Page (print/copy) black
WEIR PUMP STATION				
NSEZI WATER TREATMENT PLANT				
SCIENTIFIC SERVICES				
WORKSHOP				
FINANCE DEPARTMENT				
EXECUTIVE DEPARTMENT				
ENVIRONMENT				
SUPPLY CHAIN				
CORPORATE SERVICES				

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

Department	Model Description	YEAR 1 Cost per Page (print/copy) black	YEAR 2 Cost per Page (print/copy) black	YEAR 3 Cost per Page (print/copy) black
ENGINEERING DEPARTMENT				
NSEZI WATER TREATMENT PLANT (WORKSHOP)				
HEALTH AND SAFETY/CLINIC				
FINANCE CREDITORS				
SCM INVENTORY				
PUMP STATION				
CORPORATE SERVICES - RECORDS MANAGEMENT				

MHLATHUZE WATER
CONTRACT NO. MW/69/3/2022/2023

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

SUM TOTAL FOR FIXED COST:

No.	ITEM totals including VAT	AMOUNT
1	Once-off implementation fees	R
2	Once-off Licence Costs	R
3	3 Year Software Licence renewal costs	R
4	3 Year Lease of equipment costs	R
Contingencies (10%)		R
TOTAL COSTS (EXCL. VAT)		R
VAT (15%)		R
GRAND TOTAL INCLUSIVE OF VAT (15%)		R

For information:

Note 1: The total amount including vat must be transferred to the form of offer.

Note 2: the above pricing schedule must be completed in detail and no other form of the pricing schedule may be submitted.

Note 3: Supplier to transfer ownership of all licences to Mhlathuze Water post go-live stage

Note 4: Verification of qualifications/certifications will be done on appointment to ensure key personnel meet requirements stated

Note 5: The Contingency will only be used for Additional Hardware, Consumables, support and aligned to the quoted cost in this tender document

Note 6: The Invoicing of monthly Printing/Copy costs will be aligned to the 3 year rates as quoted in this tender cost

Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Mhlathuze Water may not award the contract to that Respondent. Mhlathuze Water may-
- (i) Negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

(ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;

(iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

If a market-related price is not agreed with the Respondent scoring the third highest points, Mhlathuze Water must cancel the RFP.

- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Mhlathuze Water.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Rates proposed must be aligned with the Guide on Hourly Fee Rates for Consultants” by the Department of Public Service and Administration (DPSA);
- f) Quantities given are estimates only. Any orders resulting from this RFP will be on an “as and when required” basis.
- g) Prices are to be quoted on a delivered basis to sites specified in this RFP.
- h) Please note that should you have offered a discounted price(s), Mhlathuze Water will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- i) Where a Respondent’s price(s) includes imported goods/items, the rate of exchange to be used must be in South African Rands for purposes of determining whether the price is market related or not and must be the currency’s rate published by the South African Reserve Bank on the date of the advertisement of the bid:
Currency rate of exchange utilised: _____
- j) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months), utilizing the following price index/indices/adjustment formula. [Not to be confused with bid validity period Section 2, clause 1]

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

PRICE REVIEW

The successful Respondent(s) [the Supplier/Service provider] will be obliged to submit to an annual price review (however a fixed price option is desired). Mhlathuze Water will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Supplier/Service provider's price(s) is/are found to be higher than the benchmarked price(s), then the Supplier/Service provider shall match or better such price(s) within 30 [thirty] calendar days, failing which the contract may be terminated at Mhlathuze Water discretion or the particular item(s) or service(s) purchased outside the contract.

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

Essential Returnable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

Employed by the state?

YES/NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the

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deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

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

3.3 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 consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 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.

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- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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Essential Returnable

Authority to submit a Tender

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

A. Certificate for Company

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

Signed	_____	Date	_____
Name	_____	Position	Chairman of the Board of Directors

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
offer for Contract _____ and any contract resulting from it on our
behalf.

NOTE: This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.

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C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms _____, an 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.

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

Name of firm	Address	Authorising signature, name (in caps) and capacity

D. Certificate for Sole Proprietor

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

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

Compulsory

**Certificate of Attendance at
Tender Clarification Meeting**

This is to certify that

_____ (Tenderer)

of

_____ (address)

was represented by the person(s) named below at the **compulsory** tender clarification meeting

Held at:	Mhlathuze Water, Corner of South Central Arterial & Battery Bank, Alton, Richards Bay, 3900, Training Room,	
On (date)	14 March 2023	Starting time: 10h00

As the tenderer we undertake that by said persons attending the clarification meeting we have made it our business to familiarise ourselves with all aspects of the works / service / supply specified in the tender documents in order for us to take account of everything necessary to provide a responsive tender offer and to compile our rates and prices included in the tender offer.

We further understand that in addition to any queries raised on behalf of us at the meeting we may still approach the *Employer / Purchaser's* Representative to request clarification of the tender documents until no later than five working days before the tender closing time stated in the Tender Data.

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Mhlathuze Water Representative

Name

Signature

Capacity

Representative Bidder.

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SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

Essential

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

- a) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

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**Certificate of Acquaintance with
Tender Documents**

Essential

NAME OF ENTITY:

1. I/we

do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this Tender and all conditions contained therein, as laid down by Mhlathuze Water for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.

2. I/we furthermore agree that Mhlathuze Water shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, 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 Services as the Bidder and/or is in the same line of business as the Bidder
5. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation];

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- c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Bid;
 - e) the submission of a Bid which does not meet the specifications and conditions of the RFP;
or
 - f) bidding with the intention of not winning the Bid.
7. 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 Services to which this RFP relates.
8. 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.
9. I/We am/are 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed

Date

Name

Position

Tenderer

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Essential

Record of Addenda to Tender Documents

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

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SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

Supplier Integrity Pact

Essential

PREAMBLE

Mhlathuze Water values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Bidders / Suppliers.

In order to achieve these goals, Mhlathuze Water and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier's application for registration with Mhlathuze Water as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Mhlathuze Water vendor.

1. Objectives

Mhlathuze Water and the Bidder / Supplier agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- 1.1 Enable Mhlathuze Water to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 1.2 Enable Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2. Commitments of Mhlathuze Water

Mhlathuze Water commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

- 2.1 Mhlathuze Water hereby undertakes that no employee of Mhlathuze Water connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the

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Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.

2.2 Mhlathuze Water will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Mhlathuze Water will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.

2.3 Mhlathuze Water further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process.

2.4 Mhlathuze Water will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3. Obligations of the Bidder / Supplier

3.1 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:

3.1.1 The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Mhlathuze Water or to any of Mhlathuze Water employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process.

3.1.2 The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

e) A Bidder / Supplier may not offer gifts, goods or services to a Mhlathuze Water employee at artificially low prices, which are not available to the public at those prices.

3.1.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

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- 3.1.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or introduce cartels into the bidding process.
- 3.1.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Mhlathuze Water part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.1.6 A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.1.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Mhlathuze water or other competitors.
- 3.1.10 The Bidder / Supplier shall furnish Mhlathuze Water with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 3.1.11 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4 Disqualification from Bidding Process

- 4.1 If the Bidder / Supplier has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Mhlathuze Water may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 4.2 If the Bidder / Supplier has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question, Mhlathuze Water may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Mhlathuze Water

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reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

- 4.3 If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Mhlathuze Water may at its own discretion revoke the exclusion or suspend the imposed penalty.

5 Grounds for Blacklisting

- 5.1 A Bidder / Supplier may be blacklisted where it has submitted a bid, or concluded a contract in the capacity of agent or subcontractor or has been associated with such a Bid or contract and the Bidder / Supplier has:

- a) withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
- b) after being notified of the acceptance of its Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming a part of the bid documents;
- c) carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
- d) offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) acted in a fraudulent or improper manner or in bad faith towards Mhlathuze Water or any Government Department or towards any public body, enterprise or person;
- f) made any incorrect statement in a certificate or other communication with regard to the Local Content of its Goods or its B-BBEE status and is unable to prove to the satisfaction of Mhlathuze Water that:
 - (i) it made the statement in good faith honestly believing it to be correct; and
 - (ii) Before making such statement it took all reasonable steps to satisfy itself of its correctness.
- g) caused Mhlathuze Water damage, or to incur costs in order to meet the *Consultant's* requirements and such costs could not be recovered from the *Consultant*; and
- h) litigated against Mhlathuze Water in bad faith.

- 5.2 As soon as Mhlathuze Water detects misconduct by a Bidder / Supplier falling within one of the grounds for blacklisting, the matter must immediately be reported to the Procurement Division. The Procurement Division will review the motivation for blacklisting. If possible grounds for

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blacklisting exist, a forensic audit may be conducted to establish whether the grounds for blacklisting are valid.

- 5.3 Should the forensic report establish that possible grounds for blacklisting exist, the matter will be referred to the Mhlathuze Water Legal Department for further action. The Mhlathuze Water Legal Department will inform the Bidder / Supplier, its directors and all associate entities by registered mail of the intention to blacklist. The letter will also indicate whether Mhlathuze Water intends to cancel any existing contracts with the Bidder / Supplier.
- 5.4 The Bidder / Supplier will be afforded a period of 14 (fourteen) working days within which to make representation as to why they should not be blacklisted or why existing contracts should not be cancelled. After the 14 (fourteen) day period, the Mhlathuze Water Legal Department will consider and deal with the responses (if any) from the Bidder / Supplier.

6 Previous Transgressions

- 6.1 The Bidder / Supplier hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder's / Supplier's database or any bidding process.
- 6.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database.

7 Sanctions for Violations

Mhlathuze Water shall also take all or any one of the following actions, wherever required to:

- 7.1 Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue.
- 7.2 Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier.
- 7.3 Recover all sums already paid by Mhlathuze Water
- 7.4 Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments already made by Mhlathuze Water, along with interest.
- 7.5 Cancel all or any other contracts with the Bidder / Supplier.
- 7.6 Exclude the Bidder / Supplier from entering into any bid with Mhlathuze Water in future.

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

8 Conflicts of Interest

- 8.1 A conflict of interest includes, inter alia, a situation in which:
- 8.1.1 A Mhlathuze Water employee has a personal financial interest in a bidding / supplying entity;
- 8.1.2 A Mhlathuze Water employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in acting in the best interest of Mhlathuze Water, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism;
- 8.1.3 A Mhlathuze Water employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
 - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.
- Thus, conflicts of interest of any bid committee member or any person involved in the sourcing process must be declared in a prescribed form.
- 8.2 If a Bidder / Supplier has or becomes aware of a conflict of interest, i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Mhlathuze Water employee / member of Mhlathuze Water Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Mhlathuze Water immediately in writing once the circumstances has arisen.
- 8.3 The Bidder / Supplier shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done. Mhlathuze Water shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.

9 Examination of Financial Records, Documentation and/or Electronic Data

10. For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:
- a) Examine the financial records, documentation and or electronic data of the Bidder / Supplier / Mhlathuze Water. The Bidder / Supplier / Mhlathuze Water shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

11 Dispute Resolution

- 11.1 Mhlathuze Water recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Mhlathuze Water and its Bidder / Supplier, the

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Mhlathuze Water will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a supplier makes a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Mhlathuze Water employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

12 General

- 12.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 12.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 12.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.
- 12.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 12.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Mhlathuze Water employees, Mhlathuze Water expects its Bidders / Suppliers to report this behaviour directly to a senior Mhlathuze Water official / employee or alternatively by using Mhlathuze Water's "Whistle blowers" hotline number 0800 204 310, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

MHLATHUZE WATER
CONTRACT NO. MW/69/3/2022/2023

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

SIGNED ON BEHALF OF EACH PARTY AS FOLLOWS:

MHLATHUZE WATER

Signed at: _____ on
_____ 20_____

Signature: _____

(duly authorised)

Full name and surname:

Position:

BIDDER / SUPPLIER

Signed at: _____ on
_____ 20_____

Signature: _____

(duly authorised)

Full name and surname:

Position:

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

Essential

Mutual Non-Disclosure Agreement

Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:

THIS AGREEMENT is made effective as of ____ day of _____ 20____

between:

Mhlathuze Water a company incorporated and existing under the laws of South Africa, having its principal place of business at Corner of South Central Arterial & Battery Bank, Alton, Richards Bay, 3900

and _____

(Registration No. _____), a private company incorporated and existing under the laws of South Africa having its principal place of business at _____

1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of planning, delivery and implementation services associated with the **SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

("the Purpose"). Each party ("the receiving party") shall treat as confidential all information and know-how which it may receive from the other party ("the disclosing party") in terms of this Agreement (hereinafter referred to as "confidential information"), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

2. Definition

"Confidential Information" means any information, technical data, or know-how, including, but not limited to that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances.

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

3. Exclusions

Confidential Information does not include information, technical data or know-how which:

- a. is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure;
- b. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;
- c. is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;
- d. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
- e. is approved for release by the disclosing party in writing.

4. Non-Disclosure of Confidential Information

- a. The parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.
- b. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

5. Promotion of Access to Information Act, No.2 of 2000

- a. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.
- b. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").

- c. Subject to the provisions below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.
- d. The receiving party acknowledges that the above provisions shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2
- e. of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of Act No.2 of 2000.

6. Non-Solicitation

During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became acquainted during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary's business, provided that such solicitation is not directed specifically to employees of the other party.

7. Mandatory Disclosure

In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.

8. Variation, Addition or Cancellation

No variation of, addition to, cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect unless such amendment or cancellation is reduced to writing and signed by both parties.

9. No License Granted

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of the contemplated business relationship between the parties.

10. No Representations

No party makes any representation or warranty as to the accurateness or completeness of any Confidential Information provided hereunder. Neither party shall have any liability to the other arising from, or related to, the other party's use of Confidential Information provided hereunder.

11. Term

The foregoing commitments of either party in this Agreement shall survive any termination of the business relationship under the contemplated Purpose between the parties, and shall continue relative to any Confidential Information disclosed hereunder for a period of 10 (ten) years following the disclosure of such Confidential Information.

12. Miscellaneous

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of South Africa, and shall be binding upon the parties hereto in South Africa and worldwide.

14. Disputes

Any dispute or difference arising out of or relating to this Non-disclosure Agreement shall be referred to arbitration and settled by arbitration according to the rules then in effect of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Johannesburg, and conducted in the English language before 1 (one) arbitrator appointed in accordance with the said rules. The arbitrator shall apply the law chosen by the parties elsewhere in this Agreement to the merits of the dispute. This Agreement to arbitrate shall be enforceable in, and judgment upon any award may be entered in any court of any country having appropriate jurisdiction.

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

15. Remedies

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages may be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein.

Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

Essential

SECTION 6:Tender Clarification Request Form

RFP deadline for questions / RFP Clarifications: **Before 12h00 on Friday, 17 March 2023**

TO: Mhlathuze Water SCM

ATTENTION: SCM Administrator

EMAIL tenders@mhlathuze.co.za

DATE: _____

FROM: _____

RFP Clarification No

REQUEST FOR RFP CLARIFICATION

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

DOCUMENT A: PROOF OF COMPANY REGISTRATION DOCUMENTS

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

DOCUMENT B: CERTIFIED COPIES OF IDENTITY DOCUMENTS OF
SHAREHOLDERS/MEMBERS OF THE BUSINESS (NOT
APPLICABLE IF A COMPANY IS A 100 % SUBSIDIARY)

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

**DOCUMENT C: PROOF OF REGISTRATION WITH SOUTH AFRICAN
REVENUE SERVICES OR SARS PIN**

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

DOCUMENT D: PROOF OF REGISTRATION WITH NATIONAL
TREASURY CENTRAL SUPPLIER DATABASE (CSD)

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

DOCUMENT E: CERTIFIED COPY OF PARTNERSHIP OR JOINT
VENTURE AGREEMENT (IF TENDERER IS A
CONSORTIUM OR JOINT VENTURE)

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

**DOCUMENT F: VALID CERTIFIED COPY OF B-BBEE
CERTIFICATE/SWORN AFFIDAVIT**

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

DOCUMENT G: REFERENCE ASSERTION OF PERFORMANCE LETTERS
FROM PREVIOUS EMPLOYERS (WITH CONTACTABLE
REFEREES)

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

DOCUMENT H: PROOF OF AGREEMENT THAT THE SERVICE PROVIDER IS A REGISTERED INSTALLER OF THE PRODUCT/EQUIPMENT, HAS DISTRIBUTOR RIGHTS TO CONFIGURE, MAINTAIN, SUPPORT, SELL AND LICENCE THE MULTIFUNCTIONAL MACHINES FROM THE ORIGINAL EQUIPMENT MANUFACTURER (OEM) IF THE TENDERER IS NOT THE OEM

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

DOCUMENT I: ORGANOGRAM AND CURRICULUM VITAE INCLUDING
CERTIFIED COPIES OF QUALIFICATIONS/
CERTIFICATIONS OF INSTALLATION AND TECHNICAL
SUPPORT TEAM MEMBERS

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

DOCUMENT J: PROJECT PLAN WITH A DETAILED METHODOLOGY
FOR THE IMPLEMENTATION OF THE PROJECT

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SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

DOCUMENT K: TECHNICAL PROPOSAL

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SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

DOCUMENT L: PRICING AND DELIVERY SCHEDULE

COMPANY RELEVANT EXPERIENCE IN THE INDUSTRY (BASED ON EXPERIENCE SHEET)
Attach proof of experience

MHLATHUZE WATER
CONTRACT NO. MW/69/3/2022/2023

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

Company (Client) Name and Contact Details	Brief summary of experience in Supplying, Installing, Maintaining, and Supporting Multifunctional machines	Contract duration (Start and End date)

CONTRACT VALUES

(Attach proof appointment letters, contract with contract values)

MHLATHUZE WATER
CONTRACT NO. MW/69/3/2022/2023

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

Company (Client) Name and Contact Details	Contract Values

LOCALITY OF THE BUSINESS

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

**(Utility bill, lease agreement, letter from a councillor or traditional authority IN THE NAME
OF THE BUSINESS/ COMPANY**

a) **AGREEMENTS AND CONTRACT DATA**

b) **C1.1 Form of Offer and Acceptance**

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

FORM OF OFFER AND ACCEPTANCE

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

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING,
MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER,
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The tenderer, identified in the Offer signature block below, has examined the RFP document and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....
..... (in words); R..... (in figures) and

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of contract identified in the Contract Data.

MHLATHUZE WATER
CONTRACT NO. MW/69/3/2022/2023

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

Signatures _____

Name(s) _____

Capacity _____

for the Tenderer _____

(Name and address of organisation)

Date _____

Name & signature of witness

Signature _____

Name _____

Date _____

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the, conditions of contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in

Tendering Procedures

Returnable Documents

Pricing Data

Scope of Work

Deviations from and amendments to the RFP document and any addenda thereto listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Service Provider) within five 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.

Signatures

Name(s)

MHLATHUZE WATER
CONTRACT NO. MW/69/3/2022/2023

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

Capacity _____

for the Employer _____

(Name and address of organisation)

Date _____

MHLATHUZE WATER
CONTRACT NO. MW/69/3/2022/2023

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

Name & signature of witness

Signature _____

Name _____

Date _____

SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)

1. The extent of deviations from the RFP document issued by the Employer prior to the RFP closing date is limited to those permitted in terms of the conditions of tender;
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1.

.....
Subject:

.....
Details:

2.

.....
Subject:

.....
Details:

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the RFP document and addenda thereto as listed in the Returnable Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance.

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

FOR THE TENDERER:

Signatures

Name(s)

Capacity

MHLATHUZE WATER
CONTRACT NO. MW/69/3/2022/2023

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

For the Tenderer _____

_____ (Name and address of organisation)

Date _____

Name & signature of witness

Signatures _____

Name(s) _____

Date _____

**SUPPLY, INSTALLATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND
SUPPORT OF MULTIFUNCTIONAL MACHINES (PRINTER, SCANNER, COPIER AND FAX)**

FOR THE EMPLOYER:

Signatures _____

Name(s) _____

Capacity _____

for the Employer _____

_____ (Name and address of organisation)

Name & signature of witness

Signature _____

Name _____

Date _____

- END OF SECTION -