

12 Gloucester Road
Vincent, East London, 5217

Postnet Vincent
Private Bag X9063
Suite 302, Vincent, 5247

+27 (0)43 701 3400
+27 (0)43 701 3415

info@ecsecc.org
www.ecsecc.org



INVITATION TO BID

REFERENCE NUMBER:	ECS01/24/25	
SERVICES NEEDED:	LEASING OF MULTI-FUNCTIONAL PRINTERS AND PROVISION OF MAINTENANCE SUPPORT FOR THE PERIOD OF THREE (3) YEARS	
CLOSING DATE:	12 AUGUST 2024	
CLOSING TIME:	15H00	
EVALUATION CRITERIA:	80/20 PREFERENCE POINT SYSTEM	
ENQUIRIES:	BIDDING PROCEDURES	TECHNICAL-RELATED
	MR MALWANDE NTONGANA TENDERS@ECSECC.ORG TENDERS.ECSECC@GMAIL.COM	MR LITHEMBA NTLOKONKULU LITHEMBA.NTLOKONKULU@ECSECC.ORG TENDERS@ECSECC.ORG TENDERS.ECSECC@GMAIL.COM

PROPOSAL SUBMITTED BY:

NAME OF COMPANY	
PHYSICAL ADDRESS	



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1 INTRODUCTION

ECSECC is a Schedule 3C public entity reporting to the OTP which was established as a multi-stakeholder Council to advise the provincial government on improving service delivery and to create a common platform for debate between the various development communities of the Eastern Cape.

ECSECC as a knowledge-based organization, seeks to generate, effectively manage, and disseminate information and knowledge. Its core vision is to reduce poverty in the Eastern Cape by means of providing policy advice through facilitation of multi-agency partnerships for execution of provincial priorities, strategic intelligence, and platforms for short- and long-term innovations.

ECSECC is located at Vincent in East London in the Eastern Cape Province and has a staff compliment of just less than 100 personnel.

2 PURPOSE

The purpose of this document is to detail the scope of work, incorporating the tasks and responsibilities of the bidder, required by ECSECC for providing multi-functional and desktop printers on lease for (36) thirty six months. The current lease agreement is coming to an end of October 2024.

ECSECC is inviting prospective service providers to lease two (2) network printers and six (6) Desktop printers that would be managed via printing management software such as YSoft SafeQ or equivalent.

The printing solution must be supported by an App to scan documents such as Marketplace App Manager that will have connector for SharePoint Online App installed in both network printers that allows for uploading data to Microsoft SharePoint Online, downloading files to print on the MFPs and browsing SharePoint Online libraries.

The MFPs must be installed with Managed Print Solution Software that enables print management, records management and advanced document capture software that can integrate workflows from the MFP devices into third-party application like Microsoft SharePoint Enterprise.

3 DEFINITIONS

3.1 **ECSECC** refers to Eastern Cape Socio Economic Consultative Council

3.2 **GDPR** refers to General Data Protection Regulation

3.3 **HCD-PP** refers to the Protection Profile for Hardcopy Devices

3.4 **MFP** refers to the Multi-Functional Printer

3.5 **OTP** refers to the Office of the Premier in the Eastern Cape

3.6 **VAT** refers to the Value Added Tax as per VAT Act

4 LEGISLATIVE FRAMEWORK OF THE BID

4.1 Tax Legislation

Bidders must be compliant when submitting a proposal to ECSECC 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).

4.2 Procurement Legislation

This will be processed in accordance with the PPPFA requirements. ECSECC's Supply Chain Management Policy and Contract Management Policy outline the procurement process and a supplier performance evaluation process, respectively.

4.3 Technical Legislation and/or Standards

Bidders should be cognizant of the legislation and/or standards specifically applicable to the services.

5 COMPULSORY BRIEFING SESSION

5.1 There will be no briefing session planned for this RFP.

6 TIMELINE OF THE BID PROCESS

6.1 The period of validity of this bid and the withdrawal of offers, after closing date and time is **90** days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government e-Tender Portal/ Eastern Cape Tender Bulletin/ ECSECC Website	19 July 2024
Bid documents will be accessed from the ECSECC website; www.ecsecc.org	19 July 2024
Questions relating to the bid from bidders	19 July 2024 – 5 August 2024
Bid closing date and time	12 August 2024 at 15H00
Notice to bidders: - ECSECC will endeavor to inform bidders of the progress of the bid through ECSECC website www.ecsecc.org/tenders	6 August 2024

6.2 All dates and times in this bid are South African standard time.

6.3 Any time or date in this bid is subject to change at the ECSECC's discretion.

6.4 The establishment of a time or date in this bid does not create an obligation on the part of ECSECC to take any action or create any right in any way for any bidder to demand that any action be taken on the date established.

6.5 The bidder accepts that, if ECSECC extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

7 CONTACT AND COMMUNICATION

7.1 A nominated official of the bidder(s) can make enquiries in writing quoting the Bid Number, to Malwande Ntongana for enquiries, via email tenders@ecsecc.org and/or tenders.ecsecc@gmail.com by phone at 043 701 3400. Bidders must reduce all telephonic enquiries to writing and send them to the above email address.

7.2 The delegated official at ECSECC may communicate with the bidder(s) where clarity is sought in the bid proposal.

7.3 Any communication to an official or a person acting in an advisory capacity for ECSECC in respect of the bid between the closing date and the award of the bid by the bidder(s) is discouraged.

7.4 All communication between the bidder(s) and ECSECC must be done in writing.

7.5 Whilst all due care has been taken in connection with the preparation of this bid, ECSECC makes no representations or warranties that the content of the bid or any information communicated to or provided to bidder(s) during the bidding process is, or will be, accurate, current, or complete. ECSECC and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current, or complete.

7.6 If bidder(s) find(s) or reasonably believe(s) it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECSECC (other than minor clerical matters), the bidder(s) must promptly notify ECSECC in writing of such discrepancy, ambiguity, error, or inconsistency in order to afford ECSECC an opportunity to consider what corrective action is necessary (if any).

7.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by ECSECC will, if possible, be corrected and provided to all bidder(s) via ECSECC website, without attribution to the bidder(s) who provided the written notice.

7.8 All persons (including bidder(s) obtaining or receiving the bid and any other information in connection with the bid of the tendering process) must keep the contents on the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

8 LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder(s).

9 COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders or qualifying any bid conditions may result in the invalidation of such proposals.

10 SUBMISSION OF PROPOSALS

10.1 Bid documents will only be considered if received by ECSECC before the closing date and time, regardless of the method used to send or deliver such documents to ECSECC.

10.2 Bids may be submitted either by:

10.2.1 Depositing **two (2) sets of original bid documents and an electronic copy of the original document in .pdf on flash drive**, into the **tender box** placed in the foyer at ECSECC, 12 Gloucester Road, Vincent, East London

OR

10.2.2 Electronically by way of compressing the documents into a zip format OR and email to send through a link pointing to your cloud account for the file access by email to tenders@ecsecc.org and tenders.ecsecc@gmail.com quoting the reference of the **Bid Number ECS01/24/25**.

10.3 Bids must be submitted **before or on 12 August 2024 at 15H00**

11 DURATION OF CONTRACT

The lease agreement for printers will be concluded for a period of thirty six (36) months, commencing 1 November 2024.

12 SCOPE OF WORK

12.1 **Background**

12.1.1 ECSECC is currently running two (2) network colour printers and six (6) desktop printers.

12.1.2 These printers are centrally managed via a print server and deployed with Active Directory Group Policy.

12.1.3 YSoft SafeQ software versions 6 Build 62 (Internal build D.0.62.004) is used as third-party software to accomplish an intelligent print management solution to provide control, convenience, and choice necessary to manage our printing effectively.

12.1.4 The printing solution also uses Marketplace App Manager that has Connector for SharePoint Online, downloads files to print on our MFP and browse SharePoint Online libraries.

12.2 **Service Requirements**

12.2.1 ECSECC solicits prospective service providers to provide a centralized printing solution that consists leasing of:

12.2.1.1 Two (2) Network Colour Multi-Functional Copy/Print/Scan/Fax,

12.2.1.2 Six (6) Black and White High-Performance Desktop Printers, and

12.2.1.3 App similar to Marketplace App Manager.

12.2.2 The bidders must install, configure and deploy the printers.

12.2.3 The bidders must provide maintenance and support for the printers for the duration of the lease agreement.

12.2.4 These printers must be managed via printing management software such as YSoft SafeQ or equivalent.

12.3 **Functionality Capabilities of MFPs**

- 12.3.1 Must have the follow-me print features, job tracking and logging with cost per copy,
- 12.3.2 Must have R'value assigned per individual and per programme,
- 12.3.3 Must include the latest in printing technology that can give consumable notifications via e-mail, error reporting and job logging,
- 12.3.4 Must be able to provide secure print, tracking, scanning, scan to network shares, stapling,
- 12.3.5 Must be able to run print management software from the screen of the device, and
- 12.3.6 Must be able to integrate the six (6) desktop printers into print management software for job tracking and reporting.

12.3.7 MFPs Features

Features	Details
Users' Printing	▪ Enables the Users to print to a MFP ▪ Enables Users' print jobs to be stored for one day in a print queue or until released by the User by inserting a 5-digit preconfigured PIN ▪ Present the User with a simple User interface at the printer ▪ Enable User to go to any of the two unoccupied MFP and release their print jobs ▪ Interface must be simple and user-friendly to Users and all commands must be easily accessible from selecting the printer's properties from their desktop before print and configure options such as stapling, double-sided print and page sizes ▪ Enable Users to initiate these commands from the printers' menu upon inserting the 5-digit PIN and selecting their document to be printed ▪ Enable Users to send faxes, staple, copy, scan to e-mail, scan to folder and print from a printer.

Features	Details
Print Server	▪ Preconfigure print server and deploy printers using Active Directory Group Policy Object configured by ECSECC Administrator ▪ Print software must be able to be accessible via web interface or application ▪ ECSECC Administrator must be able to configure and manage Users' accounts, generate logs, print reports per individual and per programme with R'value associated.
Output Control	▪ Must keep track of document-related activities on the network, automatically enforce rules, authenticate Users, protect sensitive documents, and reduce wasted paper and toner ▪ Enables convenient follow-you printing that allows Users to reroute print jobs if their printer runs out of paper or experiences an error ▪ Enables Users to print to a single MFP and collect job after authenticating at one of the MFPs
Save and Recover Costs	▪ Must enforce rules for colour output or duplex printing consistently and automatically ▪ Must be able redirect print jobs from desktop printers to MFP with lower cost-per-page ▪ Must be able to authorize all Users and establish permission-based access to systems and features ▪ Must be able to track costs by file size, paper size, media type, colour or duplexing
Prevent Output Waste	▪ Must enable Users to print jobs manually from the secure queue allowing them to delete duplicates and jobs sent by mistake ▪ Must allow to automatically delete any jobs that are abandoned in the print queue before they are printed ▪ Must enforce duplex printing to significantly reduce paper usage and enforce black and white printing to reduce colour toner consumption.

Features	Details
Increase Document Security	▪ Must enable User authentication to create an audit trail so to see who printed what document what time on which device ▪ Must enable follow-me printing to hold documents in secure server until Users authenticate or for for a period of one day so that documents are never left unattended in an output tray ▪ Must allow for Users to be able to release their print jobs from any of MFPs ▪ On embedded platforms, authentication must occur at the device's control panel with no additional hardware to maintain and support ▪ Must include the highest security standards built in being compliant with the General Data Protection Regulation (GDPR) so data privacy standards and end-point security requirements are met ▪ With the SECURE services, must be able to tailor the security settings to our needs so that our data is fully protected.

13 SPECIFICATIONS

13.1 Two (2) Multi-Functional Printers

Client/Server-type application that simplifies MFP setup and routine maintenance by allowing for collective managing administrative operations of multiple I/O devices including the status of multiple devices using a general-purpose browser with the following features:

Features	Details
Enhanced Features	a. OCR text recognition: Searchable PDF and PPTX b. Document converter pack: Generates various file formats including DOCX, XLSX and PDF/A c. ThinPrint client: Print data compression for reduced network impact d. Trusted Platform Module: Trusted Platform Module for protection of data encryption and decryption
Connectivity	a. Fax board Super G3 fax, digital fax functionality b. LAN and Wireless

Features	Details
Media Input	a. 1x Universal tray 500 sheets, A5-A3, 52-256g/m² b. 2x Universal tray 2x 500 sheets, A5-A3, 52-256g/m² c. Large capacity tray 2500 sheets, A4, 52-256 g/m² d. Booklet finisher 50-sheet stapling, 20 sheets booklet finisher, 2200 sheets max. output
Media Output	a. Staple finisher 50-sheet stapling, 3200 sheets max. output b. Punch kit for 2/4-hole punching, auto switching
Technical Specifications	a. System speed A4 up to 65/65 ppm (mono/colour) b. System speed A3 up to 32/32 ppm (mono/colour) c. Autoduplex speed A4 up to 65/65 ppm (mono/colour) d. 1st page out time A4 2.8./3.8 sec. (mono/colour) e. Warm-up time approximately 17/17 sec (mono/colour) f. Imaging technology laser g. Toner technology HD polymerized toner h. Panel size/resolution 10.1"/1024x600 i. System memory 8192MB (standard/max) j. System hard drive 256GB SSD (standard) k. Interface 10/100/1000-Base-T Ethernet; USB 2.0 l. Wi-Fi 802.11 b/g/n/ac m. Network protocols TCP/IP (IPv4/IPv6); SMB; LPD; IPP; SNMP; HTTP(S) n. Automatic document feeder up to 300 originals; A6-A3; 35-210 g/m²; Dualscan ADF o. ADF double feed detection standard p. Printable paper size A6-SRA3; customized paper sizes; banner paper max. 1200x297mm q. Printable paper weight 52-300 g/m² r. Paper input capacity 1150 sheets/ 6650 sheets (standard/max) s. Paper tray input (standard) 1x500; A6-A3; customized sizes; 52-256 g/m²; 1x500; A5-SRA3; customized sizes; 52-256 g/m² t. Paper tray input 1x2500 sheets; A4; 52-256 g/m²

Features	Details
Printer Specifications	a. Print resolution 1800 (equivalent) x 600 dpi; 1200x1200 dpi b. Page description language PCL 6 (XL3.0); PCL 5c; PostScript 3 (CPSI 3016); XPS c. Operating systems Windows 7 (32/64); Windows 8.1 (32/64) d. Windows 10 (32/64); Windows Server 2008 (32/64) e. Windows Server 2008 R2; Windows Server 2012 f. Windows Server 2012 R2; Windows Server 2016 g. Windows Server 2019; Macintosh OS X 10.10 or later; Unix; Linux; Citrux h. Printer fonts 80 PCL Latin; 137 PostScript 3 Emulation Latin i. Mobile printing AirPrint (iOS); Mopria (Anfroid) j. Print Service (Android) k. Mobile Print (iOS/Android)
Scanner Specifications	a. Scan speed up to 140/140 ipm in simplex (mono/colour) b. Up to 280/280 ipm in duplex (mono/colour) c. Scan resolution up to 600x600 dpi d. Scan modes Scan-to-eMail (Scan-to-Me); Scan-to-SMB (Scan-to-Home); Scan-to-FTP; Scan-to-Box; Scan-to-USB e. Scan-to-WebDAV; Scan-to-DPWS; Scan-to-URL; TWAIN scan f. File formats JPEG, TIFF, PDF, Compact PDF, Encrypted PDF, XPS, Compact XPS, PPTX g. Searchable PDF, PDF/A, 1a and 1b h. Searchable DOCX/PPTX/XLSX i. Scan destinations 2000 destinations + 100 groups; LDAP support
Copier Specifications	a. Copy resolution 600x600 dpi b. Gradation 256 gradations c. Multicopy 1-9999 d. Original format, max. A3 e. Magnification 25-400% in 0.1% steps; Auto Zoom

Features	Details
Fax Specifications	a. Fax transmission Analog; i-Fax; Colour i-Fax; IP-Fax b. Fax resolution up to 600x600 dpi c. Fax compression MH, MR, MMR, JBIG d. Fax modem up to 33.6 Kbps e. Fax destinations 2000 single + 100 groups
User Box Specifications	a. Storable documents up to 3000 documents or 10000 pages b. Type of user boxes Public, Personal (with password or authentication) c. Type of system boxes Secure print, Encrypted PDF print, Fax receipt, Fax polling
System Features	Security a. ISO 15408 HCD-PP Common Criteria b. IP filtering and port blocking; SSL3 and TLS1.0/1.1/1.2; network communication; IPsec support; IEEE 802.1x support c. User authentication; authentication log d. Secure print; Kerberos; Hard drive data encryption (AES256) e. Confidential fax; Print user data encryption f. Copy protection (Copy Guard, Password Copy)
	Accounting a. Up to 1000 user accounts b. Active Directory support (username + password + e-mail + smb folder) c. User function access definition; Authentication by mobile device (Android)
	Software a. Net Care Device Manager; data Administrator; Box Operator b. Web Connection; Print status Notifier c. Driver Packaging Utility d. Log Management Utility

Features	Details
Software Products	a. Management and cost reporting b. Management reports c. Colour Print Control d. Print Policies and Rules e. Central management of print queues f. Storage Management g. Print Queue Management h. Centralized print room management i. Secure print release j. Green Print Policies k. Print previews and favourite jobs l. Product-based job processing m. Easy rule creation n. Web reports o. Automated reports p. Automatic User Notifications q. Print anywhere r. Export of report results s. Managed workflows t. Content and Document Management u. Document capture, document processing and distribution v. Secure scanning to predefined connectors

13.2 Six (6) Black and White Desktop Printers

Features	Details
System Specifications	a. System speed A4: up to 50 ppm b. Autoduplex speed A4: up to 24 ppm c. 1st page out time A4: 7.5 sec d. Warm-up time: approximately 25 sec e. Imaging technology: laser f. Toner technology: polymerized toner g. Panel size/resolution: 1.8" h. System memory: 512MB (standard/max) i. Interface: 10/100/1000-Base-T Ethernet; USB 2.0; Wi-Fi 802.11 b/g/n j. Network protocols: TCP/IP (IPv4/IPv6); LPD; IPP; SNMP; HTTP; HTTP(S) k. Printable paper size: A6-A4; customized paper sizes l. Printable paper weight: 60-120 g/m² m. Paper input capacity: 570 sheets/ 1610 sheets (standard/max) n. Paper tray input (standard): 1x520; A6-A4; 60-120 g/m² o. Manual bypass: 50 sheets; A6-A4; custom sizes; 60-200 g/m² p. Automatic duplexing: A4; 60-105 g/m² q. Output capacity: up to 250 sheets r. Duty cycle (monthly) Rec: 10000 pages, max² 150000 pages s. Toner lifetime: black; up to 20000 pages t. Imaging unit lifetime: black; up to 50000 pages (imaging unit) u. Power consumption: 220-240V; 50/60 Hz; less than 770W v. System dimension (W x D x H) 400 x 396 x 288mm
Printer Specifications	a. Print resolution: 1200x1200 dpi b. Page description language: PCL 6 (XL3.0); PostScript 3; XPS c. Operating systems: Windows 8.1 (32/64); Windows 10 (32/64); Windows Server 2008 (32/64); Windows Server 2008 R2; Windows Server 2012; Windows Server 2012 R2; Windows Server 2019 d. Printer fonts: 85 PCL Latin; 66 PostScript 3 Emulation Latin e. Mobile Printing Mopria (Android); Print Service (Android); Mobile Print (iOS/Android); Wi-Fi Direct

Features	Details
System Features	a. Security Functions -Standard b. SSL2; SSL3 and TLS1.2 network communication c. IPsec support; IEEE 802.1x support; Secure print; Kerberos d. Accounting Functions -Standard e. Active Directory Support (username + password + e-mail + smb folder) f. Software g. Net Care Device Manager: Web Connection; Driver Packaging Utility

13.3 App

The app must have a Connector for MS SharePoint Online installed in both network printers that allows to:

13.3.1 Upload data to MS SharePoint Online, and

13.3.2 Browse MS SharePoint Online libraries.

14 SPECIAL CONDITIONS OF CONTRACT

14.1 Installation	a. Install and configure the MFP devices with the required software, using certified resources for the proposed entire printing solution. b. Install and configure the similar APP that has same features and functionality as Marketplace App Manager. c. There should be no configuration on an individual's machine. d. Installation and configuration must be completed within 7 days before contract start.
14.2 Delivery	a. Printing equipment must be delivered at least 14 days before the start of contract to ECSECC offices at No.12 Gloucester Road, Vincent, East London
14.3 Maintenance Requirements	a. Supply cartridges and image drums when status reaches 10 percent. b. Supply kits (image transfer, image fuser, roller, and document feeder kits) c. Replace faulty parts with new parts, when required. d. Replace staples when they are depleted on the MFP device. e. Fully service MFP devices every three (3) months.

14.4 Project Implementation	a. The successful service provider shall develop a Project Mandate and Implementation Plan that comprises a delivery roadmap. b. Project Implementation Monitoring tools will be used to track project progress. c. The successful service provider shall submit progress reports weekly to ECSECC Project Management Team until full installation and configuration is complete.
14.5 Payment	The payment of invoices shall be made within thirty (30) days of the date on which the invoice and all supporting documentation is received. Payment will be processed by EFT to the successful service provider's bank account as recorded in the CSD and the SLA.
14.6 Breach of Contract	a. Should the successful service provider fail to deliver on their obligations, ECSECC Project Management Team will escalate by reporting to the Line Manager. b. Should a. above fail, the dispute shall be escalated by reporting to the Branch Manager. c. The successful service provider shall escalate their grievances by reporting to the ECSECC Chief Operations Officer. d. Should c. above fails, the successful service provider shall escalate their grievances to the ECSECC Chief Executive Officer.
14.7 Prices	The prices charged on the invoices shall not exceed the prices quoted and committed in the purchase order, unless prior approval by ECSECC.
14.8 Tax compliancy	No contract shall be concluded with any bidder whose tax matters are in order. The bidder must ensure that their tax matters are in order throughout the contract period.

15 PRICING MODEL

- 15.1 The pricing must include all costs that will ensure that all requirements in each area of your competency is provided to ECSECC.
- 15.2 Price must be in South African currency and must be inclusive of VAT.
- 15.3 Bidders must indicate the price in all elements listed in the pricing schedule supported by their proposals (**no hidden costs/ unknown costs will be accepted**).

16 EVALUATION AND SELECTION CRITERIA

ECSECC has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Functionality Criteria (Gate 1)	Price and Specific Goals (Gate 2)
Bidders must submit all documents as outlined in (Table 1) below. Only bidders that comply with ALL these criteria shall proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 80 points out of 100 points to proceed to Gate 2 (Price and Specific Goals).	Bidders will be evaluated out of 100 points, as per (Table 2) , below and Gate 2 will only apply to bidders who have met and exceeded the threshold of 80 points.

16.1 Gate 0: Prequalification

- 16.1.1 The bidders must return the documents listed in **Table 1 below**.
- 16.1.2 All documents must be completed and signed by the duly authorized representative of the prospective bidders.
- 16.1.3 During this phase Bidders' responses will be evaluated based on compliance with the listed administration, using the Central Supplier Database (CSD), and mandatory bid requirements.
- 16.1.4 The bidders' proposals may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification.

Document that must be submitted	Non-submission may result in disqualification?	
1. SBD 1 -Invitation to Bid	YES	Complete and sign the supplied pro forma document.
2. Tax Clearance Certificate	YES	a. ECSECC transacts with service providers that have a compliant tax status. b. ECSECC makes use of the CSD report to verify tax status of suppliers. Please ensure that your tax affairs are in good order with SARS. c. ECSECC does not transact with service providers that have a non-compliant tax status.
3. SBD 3.1 Pricing Schedule	YES	Complete the supplied pro forma document.
4. SBD 4 -Bidders' Disclosure	YES	Complete and sign the supplied pro forma document.
5. SBD 6.1 -Preference Points Claim Form in terms of Preferential Procurement Regulations, 2022	NO	Complete and sign the supplied pro forma document. Non-submission will lead to a zero (0) score on Specific Goals.
6. SBD 7.1 -Contract Form	NO	Complete and sign the supplied pro forma document.
7. General Conditions of Contract (GCC)	YES	Complete and sign the supplied pro forma document.
8. Costed proposal showing how the scope of work will be accomplished	YES	Non-submission will render bid non-responsive.

16.2 Gate 1: Functionality Criteria

Bidders must score 80 points to proceed to Gate 2.

Criterion Element	Weight
Understanding scope of work a. Proposal showing how the scope of work, specifications and special conditions of contract shall be met and including: [10 points] ▪ Project plan, and ▪ Show how they will install, configure, deploy, test and monitor within 7 days b. Proof of printing hardware and printing software solution that meets ECSECC requirements as per the specification, including: [25 points] ▪ A centralized printing solution that provides the best support to all staff and increased productivity, ▪ Two (2) MFP including installing, configuring, deploying, maintenance and support, ▪ Six (6) Black and White High-Performance Desktop Printers including installing, configuring, deploying, maintenance and support, ▪ Printing software management solution for all printers including installing, configuring, deploying, maintenance and support, ▪ Similar App such as Marketplace App Manager that has the same features and functionality including installing, configuring, deploying, maintenance and support, ▪ Training of staff on how to use the new printers and the App to scan the documents to SharePoint online, ▪ Import our current print codes from existing printers to the new network printers.	35
Capacity, qualification, and competence of Technician dedicated to install, configure and deploy the central printing solution a. Dedicated technician must be certified by their Vendor's product of choice. Scores will be allocated as follows: i. A+ or Network+ qualifications or IT Diploma or IT Degree [5 points] ii. Vendor's accredited certifications [5 points] b. Proven experience in installing, configuring and maintaining printing solution iii. Minimum of 5 years' experience of installing, configuring and maintaining network and desktop printers [5 points] iv. Minimum of 5 years' experience of printer office automation [5 points] v. Minimum of 5 years' experience of providing troubleshooting and repairing network and desktop printers [5 points] [points based on submission of CV and certified certificates]	25

Criterion Element	Weight
Relevant experience and expertise of firm a. Proven firm experience with their choice of Vendor product b. Proof of installing, configuring, deploying and maintaining your Vendor's product c. Proof of providing printing software solution that integrates with third party of Microsoft SharePoint d. Minimum of 5 years' experience in implementing similar project [points based on submission of: - Proof from your Vendor that you are partner; - minimum of 1 reference from client that you deployed your Vendor's product]	30
Location Eastern Cape [submit proof in the form of municipal utility bill or lease agreement, etc.]	10
Total	100

16.3 **Gate 2: Price and Specific Goals**

- 16.3.1 In terms of regulation 4 of the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:
- The bid price (maximum 80 points) and
 - Specific Goals (maximum 20 points).

16.3.2 The evaluation of price and specific goals will be evaluated as outlined in **Table 2 below**.

Table 2: Price and Specific Goals Evaluation

Element	Weight
Price	80
Specific Goals	20
Historically Disadvantaged Individuals (HDIs)	
- Enterprises with ownership of 51% or more by person(s) who are black persons (5 points)	
- Enterprises with ownership of 51% or more by person(s) who are women (5 points)	
- Enterprises with ownership of 51% or more by person(s) who are youth (5 points)	
- Enterprises with ownership of 51% or more by person(s) with disability (2 points)	
- Enterprises located and/or operating within the borders of the Eastern Cape (3 points)	
Total	100

17 GENERAL CONDITIONS OF CONTRACT

- 17.1 any award made to a bidder(s) under this bid is conditional, amongst others, upon-
- 17.2 The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract (GCC) as the minimum terms and conditions upon which ECSECC is prepared to enter into a contract with the successful bidder(s).
- 17.3 The bidder submitting the **GCC to ECSECC together with its bid, duly signed** by an authorized representative of the bidder.

18 SERVICE LEVEL AGREEMENT

- 18.1 Upon award, ECSECC and the successful bidder will conclude a supplementary agreement regulating the specific terms and conditions applicable to the services being procured by ECSECC.

19 CONDITIONS OF THIS BID

- 19.1 Bidders must ensure compliance on a paragraph-to-paragraph basis. Bids that are not completed in the manner prescribed may be considered incomplete and rejected.
- 19.2 ECSECC reserves the right to:
- 19.2.1 Not award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.
 - 19.2.2 Negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who have not been awarded the status of the preferred bidder(s).
 - 19.2.3 Accept part of a bid rather than the whole bid.
 - 19.2.4 Carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the service offered by the bidder(s), whether before or after adjudication of the bid.

- 19.2.5 Correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the tender process.
- 19.2.6 Cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after the bids have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 19.2.7 Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and specific goals evaluation stage.
- 19.2.8 Award a bid based on which bidder is offering the best value for money, even if the bid is not the lowest priced bid.
- 19.2.9 Not award the bid to the bidder whose financial statements are not in order.
- 19.2.10 Award to multiple bidders to spread the risk.

20 BIDDER'S DECLARATION

- 20.1 The bidders are required to confirm that they will:
 - 20.1.1 Act honestly, fairly, and with due skill, care, and diligence, in the interests of ECSECC,
 - 20.1.2 Have and effectively employ the resources, procedures, and appropriate technological systems for the proper performance of the services,
 - 20.1.3 Act with circumspection and treat ECSECC fairly in a situation of conflicting interests,
 - 20.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business,
 - 20.1.5 Make adequate disclosures of relevant material information including disclosures or actual or potential own interests, in relation to dealings with ECSECC,
 - 20.1.6 Avoid fraudulent and misleading advertising, canvassing, and marketing.
 - 20.1.7 Conduct their business activities with transparency and consistently uphold the interests and needs of ECSECC as a client before any other consideration, and

- 20.1.8 Ensure that any information acquired by the bidder(s) from ECSECC will not be used or disclosed unless the written consent of ECSECC has been obtained to do so.

21 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

21.1 ECSECC reserves the right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognized stock exchange), indirect members, being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognized stock exchange, directors or members of senior management, whether in respect of ECSECC or any other government organ or entity and whether from the Republic of South Africa or otherwise "Government Entity".

21.1.1 Engages in any collusive bidding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

21.1.2 Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

21.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of ECSECC's officers, directors, employees, advisors or other representatives;

21.1.4 Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

21.1.5 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

21.1.6 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any bid, contract, right or entitlement which is

in any way related to procurement or the bidding of any services to a Government Entity;

21.1.7 Has in the past engaged in any matter referred to above; or

21.1.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

22 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

22.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that ECSECC relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

22.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by ECSECC against the bidder notwithstanding the conclusion of the SLA between ECSECC and the bidder for the provision of the service in question. In the event of a conflict between the bidder's proposal and the SLA concluded between the parties, the SLA will prevail.

23 PREPARATION COSTS

The bidder will bear all its costs in preparing, submitting, and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing ECSECC, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

24 INDEMNITY

If a bidder breaches the conditions of this bid and as a result of that breach, ECSECC incurs costs or damages (including, without limitation, the costs of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds ECSECC harmless from any and all such costs which ECSECC may incur and for any damages or losses ECSECC may suffer.

25 PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written unless such written information provided expressly amends this document by reference.

26 LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. ECSECC shall not be liable to compensate the bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the bidder's participation in this bid process.

27 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. ECSECC reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent TCC to ECSECC, or whose verification against the Central Supplier Database (CSD) proves non-compliant. ECSECC further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

28 NATIONAL TREASURY

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners, or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. ECSECC reserves the right to withdraw an award, or cancel a contract concluded with a bidder should it be established, at any time, that a bidder has been blacklisted with the National Treasury by another government institution.

29 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

30 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors, and other representatives), its sub-contractors, if any, and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that ECSECC allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and ECSECC will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

31 CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with ECSECC's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by ECSECC remain proprietary to ECSECC and must be promptly returned to ECSECC upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure ECSECC's written approval prior to the release of any information that pertains to (a) the potential work or activities to which this bid relates; or (b) the process which follows this bid. Failure to adhere to requirement may result in disqualification from the bid process and civil action.

No confidential information relating to the process of evaluating or adjudicating bids or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

32 PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any ECSECC proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any other bidder(s).