

TENDER SPECIFICATIONS

PS/SRV/PRT/001/2023

Managed Printing Services

Middle value contract

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TENDER SPECIFICATIONS

1. Introduction

The contracting authority is the Permanent Secretariat of the Transport Community (hereinafter referred to as "contracting authority"), represented by the Director of the Permanent Secretariat or its duly authorised representative.

The contacting authority intends to conclude a framework contract for rental of printers and multifunctional devices and managed printing services.

The services are to be delivered at the office premises of the Contracting Authority located in Belgrade, Masarikova 5, 8th and 9th floor (Beogradjanka building).

Duration of the contract shall not exceed 24 months.

The maximum indicative budget value cannot exceed 21,600.00 EUR (Twenty one thousand six hundred euros) over the whole contract duration.

The signature of the framework contract imposes no obligation on the Contracting Authority to purchase the quantities as estimated in Annex A.

2. Subject of the contract

2.1 Technical specification

The general purpose of this contract is to provide the staff members of the Secretariat the solution for efficient printing, scanning, and photocopying of documents in different paper formats, sizes and colors in excellent quality. Such solution encompasses provision of 1 floor standing multi-functional devices, 4 black & white desktop printers and 3 color desktop printers.

The contract will be implemented in two ways that complement each other:

- a) general order form which will contain an overall value of services that the Secretariat intends to purchase during a certain period of time. If the amount mentioned in this order is depleted before the end of the agreed period, a new order will be prepared;
- b) within the scope and the amount mentioned in the general order (a), the Secretariat will do specific orders when the need arises. Ordering of concrete number of printers and services will be done via email and the tenderer must therefore provide its central contact email address to the Secretariat. Should an online order system be in place, then the confirmation order generated by the system shall replace the order forms otherwise submitted via email.

Annex A to these tender specifications also includes an estimated demand of items during the validity of the contract (24 months).

The Contracting Authority requires that there is no minimum order value for any of the supplies/services listed under Annex A.

2.2 Description of the equipment

Floor standing colour multi-functional printers with minimum specifications (1 devices):

- a) Copier, printer, and scanner functionality
- b) Scan functionality: Scan-to-USB, Scan-to-File, Scan-to-Email, Scan-to-PDF with OCR capability;
- c) Automatic duplex printing and copying
- d) Automatic Document Feeder capacity 100 sheets
- e) Integrated finisher with stapling and punching of 50 sheets
- f) Minimum colour scan speed 25 images per minute
- g) Minimum colour print speed 30 ppm for A4 pages
- h) Minimum black and white print speed 35 ppm for A4 pages
- i) Recommended print resolution 600 x 600 dpi or above
- j) Minimum standard Input Trays / drawers capacity 500 sheets per tray
- k) Minimum standard output bin / tray capacity 250 sheets
- I) Supported connectivity Ethernet/TCP/IP, USB
- m) Supported media sizes A5, A4, A3, Letter, Legal
- n) Copier desk
- o) Physical or touchscreen keyboard with options to name and rename scanned documents
- p) Minimum SSD 68GB

Colour desktop printer with minimum specifications (1 device)

- a) Automatic duplex printing and scanner functionality
- b) Automatic Document Feeder capacity 100 sheets
- c) Minimum color print speed 30 ppm
- d) Minimum black and white print speed 30 ppm
- e) Minimum standard Input Tray / drawer capacity 500 sheets
- f) Minimum standard output bin / tray capacity 200 sheets
- g) Supported connectivity Ethernet/TCP/IP
- h) Supported media sizes A5, A4, Letter, Legal, Envelopes

Colour desktop printers with minimum specifications (2 devices)

- i) Automatic duplex printing
- i) Automatic Document Feeder capacity 100 sheets
- k) Minimum color print speed 30 ppm
- I) Minimum black and white print speed 30 ppm
- m) Minimum standard Input Tray / drawer capacity 500 sheets
- n) Minimum standard output bin / tray capacity 200 sheets
- o) Supported connectivity Ethernet/TCP/IP
- p) Supported media sizes A5, A4, Letter, Legal, Envelopes

Black and white desktop printers with minimum specifications (4 devices)

- a) Automatic duplex printing
- b) Automatic Document Feeder capacity 100 sheets

- c) Minimum black and white print speed 30 ppm
- d) Minimum standard Input Tray / drawer capacity 500 sheets
- e) Minimum standard output bin / tray capacity 200 sheets
- f) Supported connectivity Ethernet/TCP/IP
- g) Supported media sizes A5, A4, Letter, Legal, Envelopes

Description of the associated services and technical requirements

The bidder's proposal must include:

- a) Monitoring of the use of these printers to enable usage billing and reporting.
- b) Maintenance and support for of the machines,
- c) Technically the solution must enable users to securely and dynamically print to any printer throughout the various offices within the premises.
- d) The solution must accommodate printing from various devices e.g. desktop, laptop, etc.
- e) The printing solution must enable the Secretariat to have access to contingency printer stock, it must ensure continuous printing, and provide printers as the needs increase/decrease with the costing changing appropriately.

Infrastructure integration requirements:

- a) Ability to integrate with Microsoft Active Directory, Azure AD and Office 365
- b) Ability to integrate with Microsoft Exchange 2013 or later for Address Book Lookup
- c) Ability to automatically log faults and incidents such as toner replenishment, paper jams, etc.
- d) Ability to integrate with other Managed Document Solutions

Maintenance and support required:

- a) Ability to alert technical staff and Service Desk of faults via email
- b) Ability to proactively identify and solve potential printing problems and replenish supplies before employees are affected
- c) Contractor must be able to implement non-disruptive software updates and patches to printers and Print-Servers to address security risks and provide new functionality
- d) Contractor must be able to adhere to 2-hour response time for logged faults
- e) Contractor must be able to adhere to 4-hour fix time for logged faults or next business day unit replacement if fault cannot be fixed
- Proactive preventative maintenance service to be performed once a month or once a quarter

Security features:

- a) Ability to encrypt data and logs residing in printer hard drives
- b) Printers must have compatibility with SSL/TLS protocol when printing via HTTP
- c) The Secretariat reserve the right to have the data in printers securely erased.

Condition of equipment

The equipment provided must be fit for the use with minimum downtime. In case two times in a row a certain printer is malfunctioning, it shall be replaced in 48h with new, unused device with the minimum technical specification of the used one, at the cost of supplier.

3. Participation

Participation in this tender procedure is open on equal terms to all natural who are nationals of and legal persons (participating either individually or in grouping-consortium of tenderers) effectively established in a Member State or a country, territory or region (Annex A2a to the practical guide¹).

Tenderers must state their nationality in their tenders and provide the usual proof of nationality under their national legislation.

4. Contract duration and delivery

4.1 Contract duration

24 months since the date of signing the contract by the last contracting party.

4.2 Delivery

Delivery is envisaged to the address of the Permanent Secretariat of the Transport Community: Masarikova 5/8th floor and 9th floor

11000 Belgrade

Deadline for delivery: 30 days from the date of informing the contractor about the award decision.

5. Maximum contract value

The total value of the contract has been estimated at maximum as follows:

21,600.00 EUR (twenty one thousand six hundred euros)

6. Evaluation of tenders

6.1. Verification of non-exclusion

All tenderers must provide a **Declaration on honour** (Annex 2), signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in that declaration on honour.

Contractors must ensure that there is no detection of subcontractors, natural persons in the lists of EU restrictive measures.

The lists of persons, groups, entities subject to the EU restrictive measures are maintained by the DG FISMA and published on the following website: www.sanctionsmap.eu

Tenderer included in the lists of EU restrictive measures at the moment of the award decision cannot be awarded the contract.

6.2 Selection criteria

Tenderer must be registered under the laws of its country of domicile.

¹ Annexes - EXACT External Wiki - EN - EC Public Wiki (europa.eu)

Supporting document(s)/evidence requested:

6.2.1 Evidence on enrolment in a relevant professional or trade register

The criterion is applied and the evidence pertains to:

The tenderer. In case of joint tenders, to each member individually.

Before the signature of the contract, the validity of the certificate may be verified again.

6.2.2 Economic and financial capacity criteria

Ratio between total assets and total liability of the tenderer should be above 1.

Evidence: Copy of the balance sheets for the last year for which accounts have been closed.

The criterion is applied to:

The tenderer. In case of joint tenders, the minimum capacity level required will be applied to the leader.

6.2.3 Technical and professional capacity criteria

a) Previous contracts

Minimum capacity level(s) required:

- -At least three contracts managed by the tenderer for managed printing services, during the last three calendar years.
- At least one contract listed under point 1. having a duration of at least one year.
- The cumulative value during the past three calendar years of the contracts concluded in the last 3 years must be at least EUR 20 000.

Supporting document(s)/evidence requested:

In order to meet the minimum capacity level(s) required mentioned above, the tenderer must present:

6.2.3.1 A table listing the contracts as required under point a). The table can be presented in the following format:

Name of the client	Subject of the contract			Reference attached	letters
		Start date	End date or ongoing		
				Yes/No	
				Yes/No	
				Yes/No	

[insert as many rows as		Yes/No
necessary]		

Tenders should include all documents hereby listed and meet the selection criteria in order to be considered compliant.

Only financial offers of compliant tenderers shall be considered, opened, and evaluated.

6.3 Financial offer

Only the financial offer submitted by those tenderers who have submitted technically compliant tenders meeting the minimum technical requirements will be considered for the award.

The prices for the tender must be tendered:

- in EUR;
- free of all duties, taxes and other charges, including VAT, as the contracting authority is exempt from such charges both under the Article 10 of the Agreement between the Republic of Serbia and the Transport Community on the Seat of the Permanent Secretariat of the Transport Community;
- all inclusive. This means that, unless otherwise mentioned in these tender specifications, prices tendered for shall include all the costs to be incurred by the tenderers to fully implement the contract;
- using the unit price schedule and the price scenario table (Annex A) in annex. Any changes in the table as annexed hereto (Annex A) will lead to the rejection of the tender.

During the validity of the tender and the implementation of the contract, prices cannot be revised. During the implementation of the contract, they can however be indexed in conformity with art. I.5.2 of the framework contract.

Financial tenders will be checked for arithmetical accuracy. Where arithmetical errors are found, tenderers will be requested to correct them.

Any financial offers above the estimated budget amount mentioned at point 1 (introduction) of these tender specifications will be rejected.

6.4 Award criteria

The contract shall be awarded to the compliant tenderer offering the lowest total price, as per the Financial offer.

7. Terms of payment

The payment shall be done:

- Within 30 days from receiving monthly invoice for the services provided in the previous month
- in Serbian dinars (RSD)
- the tendered price expressed in EUR will be converted to RSD by applying the InforEuro rate at the invoice date:
 - http://ec.europa.eu/budget/contracts grants/info contracts/inforeuro/index en.cfm

8. Content of the tender

The tenderers shall submit all the requested documents listed here duly signed and stamped where needed:

- 1. Identification of the tenderer (Annex 1) presenting the name of the tenderer;
- 2. A declaration on honour regarding the exclusion criteria (Annex 2);
- 3. Proof of satisfying the selection criteria as listed in point 6.2: proof of enrolment in a relevant professional or trade register, proof of economic and financial capacity, proof of technical and professional capacity
- 4. Signed and stamped Financial offer (Annex A);
- 5. Financial Identification Form.

ANNEX 1

IDENTIFICATION OF THE TENDERER

Call for tenders PS/SRV/PRT/001/2023

Identity	
Name of the tenderer	
Legal status of the tenderer	
Date of registration	
Country of registration	
Registration number	
VAT number	
Description of statutory social security cover (at the level of the Member State of origin) and non- statutory cover (supplementary professional indemnity insurance) ²	
Address	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
Contact Person	
Surname: First name: Title (e.g. Dr, Mr, Ms): Position (e.g. manager): Telephone number: Fax number: E-mail address:	
Legal Representatives	

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² For natural persons.

Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties				
Declaration by an authorised representative of the organisation ³				
I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.				
Surname:	Signature:			
First name:				

³ This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

ANNEX 2

Declaration of honour

- 1. An economic operator shall be excluded from participation in procurement procedures if:
- (a) the economic operator is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
- (b) it has been established by a final judgment or a final administrative decision that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;
- (c) it has been established by a final judgment or a final administrative decision that the economic operator is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the economic operator belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:
- (i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
- (ii) entering into agreement with other economic operators with the aim of distorting competition;
- (iii) violating intellectual property rights;
- (iv) attempting to influence the decision-making process of the contracting authority during the procurement procedure;
- (v) attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;
- (d) it has been established by a final judgment that the economic operator is guilty of any of the following:
- (i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995 (*);
- (ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the law of the country where the contracting authority is located, the country in which the economic operator is established or the country of the performance of the contract;
- (iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- (iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;

- (v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;
- (vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
- (e) the economic operator has shown significant deficiencies in complying with main obligations in the performance of a contract financed by the budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an authorising officer, OLAF or the Court of Auditors;
- (f) it has been established by a final judgment or final administrative decision that the economic operator has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95.
- 2. In the absence of a final judgment or, where applicable, a final administrative decision in the cases referred to in points (c), (d) and (f) of paragraph 1, or in the case referred to in point (e) of paragraph 1, the contracting authority shall exclude an economic operator on the basis of a preliminary classification in law of a conduct referred to in those points, having regard to established facts or other findings contained in the recommendation of the panel referred to in Article 108. The preliminary classification referred to in the first subparagraph does not prejudge the assessment of the conduct of the economic operator concerned by the competent authorities of the Member States under national law. The contracting authority shall review its decision to exclude the economic operator and/or to impose a financial penalty on it without delay following the notification of a final judgment or a final administrative decision. In cases where the final judgment or the final administrative decision does not set the duration of the exclusion, the contracting authority shall set this duration on the basis of established facts and findings and having regard to the recommendation of the panel referred to in Article 108. Where such final judgment or final administrative decision holds that the economic operator is not guilty of the conduct subject to a preliminary classification in law, on the basis of which it has been excluded, the contracting authority shall, without delay, bring an end to that exclusion and/or reimburse, as appropriate, any financial penalty imposed.

Name of the legal representative of the tenderer:			
Signature:	Date:		