

TERMS OF REFERENCE

Supply & Delivery of Toners with Free Use of Printers

I. TECHNICAL SPECIFICATION

The **Provider** shall provide good quality printing solution as specified by the Office of the solicitor General (OSG) as follows:

1. The **Provider** shall provide **fifty five (55) free of charge brand new network ready laser jet printer** with the following specifications:
 - a. Printer type: *Monochrome laser printer*
 - b. Print speed: *Up to 30 ppm (1-sided plain paper, letter), Up to 16 ppm (2-sided plain paper, letter)*
 - c. First print out time: *6 sec*
 - d. Print resolution: *600x600 dpi*
 - e. Maximum print size: *Up to legal*
 - f. Duplex print: *Yes*
 - g. Print memory: *512MB*
 - h. Mobile print: *Yes*
 - i. Standard interfaces: *USB2.0 device high speed; shared 10/100/1000 Base-T Ethernet; IEEE 802.11b/g/n wireless*
 - j. Minimum OS compatibility: *Windows XP & MAC OS X 10.5*

2. The **Provider** shall provide **four (4) free of charge brand new network ready color printer** with the following specifications:
 - a. Print speed: *Up to 28 ppm*
 - b. Page out (ready): *Black- as fast as 8.9 sec, Color- as fast as 9.5 sec*
 - c. Print quality color (best): *600x600 dpi, Up to 38,400x600 enhanced dpi*
 - d. Resolution technology: *ImageREt 3600, PANTONE calibrated*
 - e. Duty cycle (monthly, A4): *Up to 50,000 pages*
 - f. Processor speed: *1200 MHz*
 - g. Print languages: *PCL6, PCL 5c, Postscript level 3 emulation, PDF, URF, PCLm, Native Office, PWGRaster*
 - h. Display: *2-line backlit LCD graphic display*
 - i. Mobile printing capability: *ePrint AirPrint Mopria-certified Cloud Print 2.0 Mobile Apps*
 - j. Connectivity: *Standard Hi-Speed USB 2.0 port, built-in Gigabit Ethernet 10/100/1000 Base-TX network port*
 - k. Minimum system requirements: *Windows XP (SP2) (32-bit) or newer, 233 MHz processor or higher, Mac OS X v 10.7 or newer*
 - l. Memory: *standard 256 MB NAND Flash, 128 MB DRAM*

3. The **Provider** shall provide **one (1) free of charge brand new network ready A3 color printer** with the following specifications:
 - a. Print speed (letter): *Up to 30ppm (black); Up to 30 ppm (color)*
 - b. Print technology: *Laser*
 - c. Print resolution: *Black (best): Up to 600x600 dpi; Color (best): Up to 600x600 dpi*
 - d. Processor speed: *800 MHz*
 - e. Memory: *1GB*

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- f. Standard connectivity: *2 Hi-Speed USB Host; 1 Hi-Speed USB 2.0 Device; Gigabit Ethernet 10/100/1000T network; 2 Internal USB Host*
 - g. Duty cycle: *Up to 120,000 pages*
 - h. Duplex print: *Yes*
 - i. Mobile printing capability: *ePrint, AirPrint*
4. The **Provider** shall also deliver the following services;
- a. Printer consumables and replacements parts free of charge (except breakable plastic parts and user fault)
 - b. Free on-site maintenance and technical support
 - c. No security deposit required
5. The **Provider**, during the duration of the contract, shall provide the following:
- a. Response time within twenty-four (24) hours from receipt of request thru telephone, fax or email from the authorized personnel of the Case Management Service, Office of the Solicitor General
 - b. Quarterly preventive maintenance
 - c. Installation of printer, if necessary
 - d. Repair or replacement of spare parts due to inherent defects and/or caused by normal wear and tear of printer
 - e. Free technical support for all printers including holding of the OSG.
6. In case that printer would need repair and/or replacement due to ordinary wear and tear and/or inherent factory defects, the Provider shall replace the printer with a new one or in equally good working condition within twenty-four (24) hours from receipt of request thru telephone, fax or email from the authorized personnel of the Case Management Service, OSG at no cost.
7. The contract for printing service shall valid for a period of two (2) year. The OSG however, may terminate the contract by serving upon the Provider thirty (30) day advanced written notice in case of the terms/conditions of the General Conditions of the Contract/Special Conditions of the Contract.
8. The number of printers stated in this Terms of Reference are just the initial deployment and maybe increased depending on the needs of the OSG.

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II. WARRANTIES OF THE PROVIDER

1. The **PROVIDER** warrants that it shall conform strictly to the terms and conditions of this Terms of Reference.
2. The **PROVIDER** warrants, represents and undertakes reliability of the services, products updates and that their manpower complements are hardworking, qualified/reliable and dedicated to do the service required to the satisfaction of the **OSG**. It shall employ well-behaved and honest employees with ID displayed conspicuously while working within the **OSG** compound. It shall not employ **OSG** employees to work in any category whatsoever.
3. the **PROVIDER** shall comply with the laws governing employees' compensation, PhilHealth, Social Security and labor standards, and other laws, rules and regulation applicable to its personnel employed by the **PROVIDER** on account of the contracted services. The **PROVIDER** shall pay its personnel not less than the minimum wage and other benefits mandated by law.
4. The **PROVIDER** in the performance in its services shall secure and maintain at its own expense all registration, licenses, or permits required by National or Local Laws and shall comply with the rules, regulation and directives of Regulatory Authorities and Commissions. The **PROVIDER** undertakes to pay all fees or charges payable to any instrumentally of government or to any other duly constituted authority relating to the user or operation of the installation.
5. The **PROVIDER** shall coordinate with the authorized and/or designated **OSG** personnel in the performance of their jobs.
6. The **PROVIDER** shall be liable for loss, damage or injury due directly or indirectly through the fault or negligence of its personnel. It shall assume full responsibility thereof and the **OSG** shall be specifically released from any and all liabilities arising therefrom.
7. The **PROVIDER** shall neither assign, transfer, pledge, nor subcontract any part or interest therein.
8. The **PROVIDER** must submit written proof that their company has experience/specialization in deploying printing solution for at least ten (10) companies (government and private) for five (5) years or more.
9. Raw materials of remanufactured toners must be ISO 9001:2008 and ISO 14001:2004 certified.
10. The **PROVIDER** warrants that it shall conform strictly with the terms and condition of this Term of Reference.

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11. The **PROVIDER** must be able to offer the OSG a "no-capital-outlay" for a period of One (1) year.
12. The **PROVIDER** must have a certified Toner Cartridge Technician.
13. With latest BIR Tax Clearance.

III. PRE-TERMINATION OF THE CONTACT

1. The Contract may be pre-terminated by the OSG for any violation of the terms of the contract. In case of pre-termination, The **PROVIDER** shall be informed by the OSG, thirty (30) days prior to such pre-termination.
2. In case of pre-termination, The **PROVIDER** shall be liable to an additional liquidated damages equivalent to one percent (1%) of the total contact price as provided by the Government Accounting and Auditing Manual (GAAM) and forfeiture of the Performance Security.
3. The OSG shall have the right to blacklist the **PROVIDER** in case of pre-termination.