

TERMS OF REFERENCE FOR THE LEASE OF DIGITAL PHOTOCOPYING MACHINES

1. The Office of the Solicitor General (**OSG**) obligates and binds itself to pay the **OWNER** for the use and rental of thirty-four (34) units of digital photocopying machines with network printer and scanner plus a possible additional seven (7) units upon request by the **OSG**. The thirty-four (34) units of digital photocopying machines must be delivered within fifteen (15) days from receipt of the Purchase Order.
2. In computing the rental, the same must be within the ceiling/maximum rate of Php 0.60/copy, 12% VAT inclusive, no minimum copy volume requirement, and inclusive of two (2) regular full-time operators/technicians reporting to the **OSG** Monday to Friday, from eight o'clock in the morning to five o'clock in the afternoon, without any cost or payment on the part of the **OSG**.
3. Rental Service Charges shall be computed from the date of installation of the machines as evidenced by the delivery receipt form signed by the authorized representative of the **OSG** upon installation.
4. The representatives of the **OSG** and the **OWNER** shall, in each month on the date of closing shown on the meter reading card, enter the meter reading for the month in the card, and certify to the truthfulness and accuracy of said meter reading.
5. Unit copy charge is based on the number of net copies reported monthly on the meter reading ticket.
6. All accounts shall be payable monthly to the **OWNER** within fifteen (15) days from receipt of the billing statements, provided there are no errors or discrepancies noted by the authorized representative of the **OSG**. In case of errors or discrepancies in the billing statements, the authorized representative of the **OSG** shall notify the representative of the **OWNER** within three (3) days from receipt of the billing statements. The accounts shall be payable to the **OWNER** within fifteen (15) days from receipt of the correct billing statements.
7. Acknowledgment of the receipt of consumables by the **OSG's** authorized representative is sufficient to establish the **OWNER's** claim of delivered consumables.
8. The machines, including all its accessories, shall remain the property of the **OWNER**. The **OSG** shall not make any alterations on the machines, nor sell, dispose, transfer, rent, pledge or mortgage, execute any other contract, or otherwise deal with the machines in any manner which may be prejudicial to the rights of the **OWNER**.
9. In case of any violation by a third party of the property rights of the **OWNER**, regardless of any reason, including, but not limited to, execution, provisional attachment and disposition of any kind of the photocopying machines, the **OSG** shall immediately inform the **OWNER**, and the **OSG** shall be free from any liability not being privy to the third party's claim against the **OWNER**. The contract between the **OSG** and the **OWNER** shall, however, remain in full force and effect. The **OWNER** shall continue performing its obligations under the contract and shall immediately replace the machines, as the case may be. A period of two (2) days from notice is deemed sufficient in order for the **OWNER** to replace the machines.