

**TERMS OF REFERENCE
OFFICE OF THE SOLICITOR GENERAL**

Supply & Delivery of Toners with Printer

I. RATIONALE

The Office of the Solicitor General (OSG) recognizes the significance of efficient and cost-effective printing solutions in its day-to-day operations. The office aims to streamline its printing needs and enhance overall productivity by procuring a managed printing service.

This strategic move will help the organization optimize costs by eliminating unnecessary expenses for maintaining and managing printing equipment. Moreover, adopting a managed printing service will enable the OSG to stay up-to-date with the latest technology and prevent obsolescence, ensuring that they have access to cutting-edge printing resources. The OSG can concentrate on its primary responsibilities and leave the worries of printing to professionals by giving the chosen bidder responsibility for printer maintenance and consumable supplies.

In order to ensure the best possible printing performance and minimize potential complications, OSG sets a specific requirement for the bidder to furnish a printer equipped with genuine or original equipment manufacturer (OEM) consumables. This requirement is crucial as it guarantees the use of high-quality and compatible materials for the printing equipment, optimizing the output quality and minimizing the risk of technical issues. Ultimately, these requirements demonstrate the OSG's commitment to obtaining a reliable, efficient, and long-lasting printing solution that supports its core mission.

The OSG shall require the BIDDER to provide a printer supplied with genuine or OEM consumables.

II. APPROVED BUDGET OF THE CONTRACT (ABC)

The total ABC for the project is Four Million and Four Hundred Thousand Pesos (PHP 4,400,000.00) inclusive of all applicable government taxes and service charges.

III. BIDDER'S QUALIFICATION REQUIREMENTS

Item	Specification / Particular	Statement of Compliance
1	The BIDDER warrants that it shall conform strictly with the terms and conditions of the Term of Reference for the project.	
2	BIDDERS must be an authorized partner, reseller, dealer or distributor of the brand being offered for a period of at least five (5) years.	
3	BIDDERS must be an Authorized Service Center of the brand being offered for the last five (5) years up to the present. A current and valid certification as an Authorized Service Center of the manufacturer shall be submitted as part of the technical component of its bid proposal. The said certification must be issued by the manufacturer directly in favor of the BIDDER participating in the bidding.	
4	The BIDDER warrants, represents, and undertakes reliability of the services, product 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 their IDs displayed conspicuously while working within the OSG compound. It shall not employ OSG employees to work in any category whatsoever.	
5	The PROVIDER shall comply with the laws governing employees' compensation, PhilHealth, Social Security and labor' standards, and other laws, rules and regulations applicable to its personnel employed by the	

	PROVIDER on account of the contracted services. The PROVIDER shall pay its personnel with not less than the minimum wage and other benefits mandated by law.	
6	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, regulations, and directives of Regulatory Authorities and Commissions. The PROVIDER undertakes to pay all fees or charges payable to any instrumentality of government or to any other duly constituted authority relating to the use or operation of the installation.	
7	The PROVIDER shall coordinate with the authorized and/or designated OSG personnel in the performance of its jobs.	
8	The PROVIDER shall be liable for loss, damage or injury incurred 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.	
9	The PROVIDER shall neither assign, transfer, pledge, nor subcontract any part or interest therein.	
10	The PROVIDER must submit written proof that their company has experience/specialization in deploying printing solutions for at least five (5) companies (government or private) for five (5) years or more.	
11	Raw materials of toners must be ISO 9001:2008 and ISO 14001:2004 certified.	
12	For remanufactured toner, the PROVIDER must be Standardized Test Methods Committee (STMC) Compliant and certified by the International Imaging Technology Council.	
13	The PROVIDER must be able to offer the OSG a “no-capital-outlay” for a period of one (1) year.	
14	The PROVIDER must have a certified Toner Cartridge Technician.	

IV. CONTRACT PERIOD

The Contract shall be effective for one (1) year from the issuance of the Certificate of Inspection and Acceptance.

V. SCOPE OF WORK

The project involves the following:

Item	Specification / Particular	Statement of Compliance
1	Supply, delivery, and installation of <u>One Hundred Three (103) units of Brand New Network Ready Monochrome Laser Printers and Nine (9) Brand New Network Ready Colored Laser Printer.</u>	
2	Supply, delivery, and installation of <u>388 units of Toner Cartridge (9,200-page yield each at 5% print coverage), 18 pcs of each colored toner (Cyan, Magenta, Yellow), except for black at 22 pcs, and OEM printing supplies (drum kits, etc.).</u>	
3	Provide <u>one (1) in-house technician</u> who will report to the OSG CMS for 8 hours x 5 days per week and will be the single point of contact for customer support. <ul style="list-style-type: none"> * Monday-Friday * Eight (8) hours per day 	
4	The in-house technician shall be assigned as the single point of contact for on-site/end-user support and monitoring of printer machines.	