

**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.	

VI. TECHNICAL REQUIREMENTS – PRINTER SPECIFICATION

I. The PROVIDER shall provide a good quality printing solution as specified by the Office of the Solicitor General (OSG) as follows:		
Item	Specification / Particular	Statement of Compliance
1	<p>The Brand New Network-Ready Monochrome Laser Printers shall have the following minimum specifications:</p> <ul style="list-style-type: none"> a. Print speed: Up to 38ppm (A4) b. Printing method: Monochrome laser beam printing c. First Print Out Time: Approx.: 6 seconds d. Printer languages: UFRII, PCL*5, PCL*6, Adobe PostScript 3* e. Interface type: USB 2.0 Hi-Speed, 10BASE-T/100BASE-TX/1000Base-T, Wireless 802.11b/g/n, Wireless Direct Connection f. Operating System: Windows 7 / Windows 8.1 / Windows 10 / 11/ Windows Server 2008 /Server 2012 R2 / Server® 2012 /Mac OS X version 10.8.5 g. Double-sided printing: Automatic (standard) h. Paper input (Standard): 250-sheet cassette, 100-sheet multi-purpose tray i. Media sizes Cassette (Standard and optional): A4, A5, A5 (Landscape), A6, B5, Legal, Letter, Executive, Statement, OFFICIO, Foolscap j. Duty cycle Max.: 80,000 pages per month k. Memory: 1GB l. Control panel: 5-Line LCD m. Dimensions with trays (W x D x H): Max: 453 mm x 464 mm x 392 mm n. Weight Approx.: 16.9 Kg o. Cartridge yield: 10,000 pages 	
2	<p>The Brand New Network Ready Color Printers shall have the following minimum specifications:</p> <ul style="list-style-type: none"> a. Print speed: 27 ppm / 27 ppm (mono / color) b. Printing method: Color Laser Beam Printing c. Print quality: 1,200 × 1,200 dpi (equivalent) 9,600 (equivalent) × 600 dpi d. Warm-up time: 19 sec or less e. First Print Out Time, A4: 8.3 / 8.6 sec (mono / color) f. Printer languages: UFR II, PCL6, Adobe® PostScript® 3™, PDF, XPS g. Interface type: High-Speed USB 2.0, USB Host, 10Base-T / 100Base-TX / 1000Base-T Ethernet, Wi-Fi 802.11b/g/n (Infrastructure mode, WPS, Direct Connection) h. Operating System: Microsoft® Windows® 10 (32, 64-bit), Windows® 8.1 (32, 64-bit), Windows® 8 (32, 64-bit), Windows® 7 (32, 64-bit), Windows® Server 2016 (64-bit), Windows® Server 2012 R2 (64-bit), Windows® Server 2012 (64-bit), Windows® Server 2008 R2 (64-bit), Windows® Server 2008 (32, 64-bit), Mac OS X (*2) 10.7.5 & up, Linux (*2) i. Double-sided printing: Standard j. Paper input (Standard): cassette: 250 sheets; MP Tray: 50 sheets k. Media sizes Cassette (Standard and optional): A4, B5, A5, Legal (*1), Letter, Executive, Statement, Foolscap, Indian Legal l. Duty cycle Max.: 50,000 pages m. Memory: 1 GB n. Control panel: 5" Color Touchscreen LCD o. Dimensions with trays (W x D x H): 476 x 469 x 379 mm p. Weight Approx.: 19.0 kg (without cartridge) q. 21.0 kg (with cartridge) 	

	r. Cartridge yield: Cartridge BK, High Yield: 6,300 pages s. Cartridge C/M/Y, High Yield: 5,000 pages	
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VII. OTHER DELIVERABLES

Item	Specification / Particular	Statement of Compliance
	The PROVIDER shall also deliver the following services: a. Printer consumables (drum, developer, and fuser) and replacement parts free of charge (except breakable plastic parts due to user fault). b. Free on-site maintenance and technical support. c. No security deposit required.	

VIII. PRINTER DISTRIBUTION

The OSG printer device distributions are as follows:

OFFICES	Monochrome Printer	Colored Printer
Secretariat	2	1
Legal Divisions	82	
DMS	6	1
FMS	3	1
HRMAS	3	2
CMS	2	1
SCN	1	1
Planning	1	1
Internal Audit	1	
Library	1	
COA	1	1
TOTAL	103	9

* Deployment may vary per number of employees per division

IX. OTHER PROJECT REQUIREMENTS IF AWARDED THE CONTRACT

Item	Specification / Particular	Statement of Compliance
	A. PRE-INSTALLATION Provide a detailed work plan specifying installation design, detailed activities, and network diagram showing connectivity from the end user's printer services, print server, and Active Directory server within 15 calendar days from the receipt of the Notice to Proceed.	
	B. ACTUAL INSTALLATION 1. Deliver and install the hardware in each office indicated in the distribution list. 2. Supply of original printing supplies (new toners, drum kits) installed on each machine upon delivery of the printers. 3. Complete the delivery, installation, and configuration within forty-five (45) calendar days from the receipt of the Notice to Proceed. Otherwise, the WINNING BIDDER shall pay the corresponding penalties/liquidated damages in the amount of one-tenth of one percent (1/10 of 1%) of the total contract price for every calendar day of delay.	

	<p>C. CONFIGURATION</p> <ol style="list-style-type: none"> 1. Configure Drivers to all workstation accessing the printers. 2. Configure connectivity to Active Directory Services for printer visibility. 	
	<p>D. IMPLEMENTATION</p> <ol style="list-style-type: none"> 1. Managed Printing Services covering the Contract period shall commence from the issuance of Certificate of Inspection and Acceptance. 2. The in-house technician shall maintain all equipment in proper working order. 3. Provide an escalation list and procedure in reporting fault and outages. 	
	<p>E. MAINTENANCE</p> <p>The WINNING BIDDER, during the duration of the Contract, shall provide the following:</p> <ol style="list-style-type: none"> 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 of the 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. In case a 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 one in equally good working condition within twenty-four (24) hours. f. Shall collect the disposal of devices and consumables at the end of life. g. The WINNING BIDDER shall provide training to adequately instruct the personnel in the use of the equipment. The training shall also include orientation with the staff assisting with network setup at no additional charge. A manual or manuals containing operating and service instructions for the equipment shall be delivered with each unit. Necessary warnings and safety precautions should be included. h. The WINNING BIDDER shall respond with and provide both remedial and preventative service maintenance for all units at no cost. 	

IX. DUTIES AND RESPONSIBILITIES OF OSG

- A. Grant the **WINNING BIDDER's** authorized representative access to its premises, equipment, and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned **OSG CMS** personnel;
- B. Responsible for the safe custody and use of the equipment installed by the winning **BIDDER/PROVIDER**.
- C. Issue Certificate of Inspection and Acceptance.

X. PRE-TERMINATION OF THE CONTRACT

- A. The Contract may be pre-terminated by the **OSG** for any violation of the terms therein. In case of pre-termination, the **PROVIDER** shall be informed by the **OSG**, thirty (30) days prior to such pre-termination.

- B. In case of pre-termination, The PROVIDER shall be liable for additional liquidated damages equivalent to one percent (1%) of the total contract price as provided by the Government Accounting and Auditing Manual (GAAM) and forfeiture of the Performance Security Bond.
- C. The OSG shall have the right to blacklist the PROVIDER in case of pre-termination.

XI. EXTENSION CLAUSE

- A. If the new contract is not yet awarded after the expiration of the present Contract, the parties shall extend the existing contract on a month-to-month basis, not to exceed six (6) months, under the same provisions, terms, and conditions stipulated in the Contract and Terms of Reference.
- B. If the initial purchased toner is insufficient, OSG guarantees to purchase the toners exclusively from the WINNING BIDDER at the same unit price provided in the bidding tender.

XII. WARRANTIES AND DELIVERIES OF THE CONTRACTOR

- 1. To guarantee the performance by the winning bidder of its obligations under the contract, it shall post a performance security prior to the signing of the contract. The performance security shall be in an amount not less than the required percentage of the total contract price in any of the following forms and in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)
a) Cash or cashier's/ manager's check issued by a Universal of Commercial Bank.	5%
b) Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; <i>Provided</i> , however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	5%
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	30%

- 2. The OSG shall pay the CONTRACTOR in accordance with the following schemes/ schedules:

	Particulars	Remarks/ Conditions
First release (delivery of printers - 45 days after the issuance of notice to proceed)	35% of the Total Contract Price, or upon completion of delivery of printers.	The percentage of accomplishment must be 100% delivery and installation of printers. Delivery of 35% of Toners

Second release	35% of the Total Contract Price.	The accomplishment must be delivering 35% of all types of toners.
Third release	30% of the Total Contract Price upon completion of full delivery of toners.	The accomplishment must be delivering 30% of all types of toners.
Fourth release		For the procurement of Goods, to assure that the supplier shall correct manufacturing defects, warranty security shall be required from the contract awardee for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of non-expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies.

XIII. HEALTH PROTOCOL

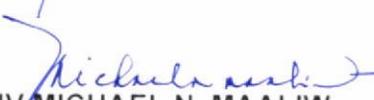
- The PROVIDER shall ensure that its manpower and personnel observe the minimum health and safety protocols enforced and observed by the national government and the OSG in view of the ongoing pandemic during the actual delivery, as well as the checking and fixing of the equipment within the warranty period.
- The costs of ensuring compliance with the health protocols, including but not limited to testing, personal protective equipment, etc., of the PROVIDER's employees/personnel shall be for the account of the PROVIDER.

TECHNICAL WORKING GROUP:


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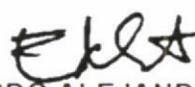

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