

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

**Supply & Delivery of Toners with Printer**

**I. RATIONALE**

The Office of the Solicitor General (OSG) seeks to procure the services of a managed printing service provider for its printing needs, with the objectives of optimizing cost, reducing obsolescence and boosting productivity. With the procurement of this utility, the OSG expects to contribute to the improvement of environmental sustainability and document security.

In view of the foregoing considerations, the OSG shall require the BIDDER to provide the required printer, with the corresponding genuine or Original Equipment Manufacturer (OEM) consumables.

**II. APPROVED BUDGET OF THE CONTRACT**

The total ABC for the project is Three Million Seven Hundred Fourteen Thousand Pesos (PHP 3,714,000.00) inclusive of all applicable government taxes and service charges.

**III. BIDDER'S QUALIFICATION REQUIREMENTS**

Item	Specification / Particular	Statement of Compliance
1	The <b>BIDDER</b> warrants that it shall conform strictly with the terms and conditions of the Term of Reference for the project	
2	<b>BIDDERS</b> must be a managed partner, reseller, dealer or distributor of the brand being offered for a period of at least five (5) years.	
3	<b>BIDDERS</b> 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 <b>BIDDER</b> participating in the bidding.	
4	The <b>BIDDER</b> 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 <b>OSG</b> . It shall employ well-behaved and honest employees with their IDs displayed conspicuously while working within the <b>OSG</b> compound. It shall not employ <b>OSG</b> employees to work in any category whatsoever.	
5	The <b>PROVIDER</b> 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 <b>PROVIDER</b> on account of the contracted services. The <b>PROVIDER</b> shall pay its personnel with not less than the minimum wage and other benefits mandated by law.	
6	The <b>PROVIDER</b> , 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 <b>PROVIDER</b> 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 <b>PROVIDER</b> shall coordinate with the authorized and/or designated <b>OSG</b> personnel in the performance of its jobs.	
8	The <b>PROVIDER</b> 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 <b>OSG</b> shall be specifically released from any and all liabilities arising therefrom.	
9	The <b>PROVIDER</b> shall neither assign, transfer, pledge, nor subcontract any part or interest therein.	
10	The <b>PROVIDER</b> must submit written proof that their company has experience/specialization in deploying printing solution for at least ten (10) 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 <b>PROVIDER</b> must be <b>Standardized Test Methods Committee (STMC)</b> Compliant and certified by the International Imaging Technology Council.	
13	The <b>PROVIDER</b> must be able to offer the <b>OSG</b> a “no-capital-outlay” for a period of one (1) year.	
14	The <b>PROVIDER</b> must have a certified Toner Cartridge Technician.	

#### IV. SCOPE OF WORK

The project involves the following:

Item	Specification / Particular	Statement of Compliance
1	Supply, delivery, and installation of <u>Ninety One (91) units Network Ready Monochrome Laser Printers and Nine (9) Network Ready Colored Laser Printers.</u>	
2	Supply, delivery, and installation of <u>Three Hundred Sixty Four (364) units of Toner Cartridge (9,200-page yield each at 5% print coverage), eighteen 18 pcs of each CMYK toners (72) or two (2) sets of CMYK Toner per colored printer, and OEM printing supplies (drum kits, etc.).</u>	
3	Provide <u>one (1) in-house technician</u> who will report to OSG Case Management Service (CMS) for 8 hours x 5 days per week and will be the single point of contact for customer support. * 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.	

#### V. 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	Network Ready Monochrome Laser Printer specifications:  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: UFR II, PCL*5, PCL*6, Adobe PostScript 3*	

	<ul style="list-style-type: none"> <li>e. Interface type: USB 2.0 Hi-Speed, 10BASE-T/100BASE-TX/1000Base-T, Wireless 802.11b/g/n, Wireless Direct Connection</li> <li>f. Operating System: Windows 7 / Windows 8.1 / Windows 10 / Windows Server 2008 /Server 2012 R2 / Server® 2012 /Mac OS X version 10.8.5</li> <li>g. Double sided printing: Automatic (standard)</li> <li>h. Paper input (Standard): 250-sheet cassette, 100-sheet multi-purpose tray</li> <li>i. Media sizes Cassette (Standard and optional): A4, A5, A5 (Landscape), A6, B5, Legal, Letter, Executive, Statement, OFFICIO, Foolscap</li> <li>j. Duty cycle Max.: 80,000 pages per month</li> <li>k. Memory: 1GB</li> <li>l. Control panel: 5-Line LCD</li> <li>m. Dimensions with trays (W x D x H): Max: 453 mm x 464 mm x 392 mm</li> <li>n. Weight Approx.: 16.9 Kg</li> <li>o. Cartridge yield: 9,200 pages</li> <li>p. Brand new machines and manufacturing date of the machine should not be more than one (1) year from the date of bid submission, as evidenced by the Manufacturer's Certificate.</li> </ul>	
2	<p>Network Ready Color Printer with the following specifications:</p> <ul style="list-style-type: none"> <li>a. Print speed: 27 ppm / 27 ppm (mono / color)</li> <li>b. Printing method: Color Laser Beam Printing</li> <li>c. Print quality: 1,200 × 1,200 dpi (equivalent) 9,600 (equivalent) × 600 dpi</li> <li>d. Warm-up time: 13 sec or less</li> <li>e. First Print Out Time, A4: 8.3 / 8.6 sec (mono / color)</li> <li>f. Printer languages: UFR II, PCL6, Adobe® PostScript® 3™, PDF, XPS</li> <li>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)</li> <li>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 &amp; up, Linux (*2)</li> <li>i. Double sided printing: Standard</li> <li>j. Paper input (Standard): cassette: 250 sheets; MP Tray: 50 sheets</li> <li>k. Media sizes Cassette (Standard and optional): A4, B5, A5, Legal (*1), Letter, Executive, Statement, Foolscap, Indian Legal</li> <li>l. Duty cycle Max.: 50,000 pages</li> <li>m. Memory: 1 GB</li> <li>n. Control panel: 5" Color Touchscreen LCD</li> <li>o. Dimensions with trays (W x D x H): 476 x 469 x 379 mm</li> <li>p. Weight Approx.: 19.0 kg (without cartridge)</li> <li>q. 21.0 kg (with cartridge)</li> <li>r. Cartridge yield: Cartridge BK, High Yield: 6,300 pages</li> <li>s. Cartridge C/M/Y, High Yield: 5,000 pages</li> <li>t. Brand new machines and manufacturing date of the machine should not be more than one (1) year from the date of bid submission, as evidenced by the Manufacturer's Certificate.</li> </ul>	

VI. OTHER DELIVERABLES

Item	Specification / Particular	Statement of Compliance
	The PROVIDER shall also deliver the following services: <ol style="list-style-type: none"> <li>a. Printer consumables (drum, developer and fuser) and replacement parts free of charge (except breakable plastic parts due to user fault).</li> <li>b. Free on-site maintenance and technical support.</li> <li>c. No security deposit required.</li> </ol>	

VII. PRINTER DISTRIBUTION

The OSG printer device distributions are as follows:

OFFICES	Monochrome Printer	Colored Printer
Secretariat	2	1
Legal Divisions	70	
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
<b>TOTAL</b>	<b>91</b>	<b>9</b>

*\* Deployment may vary per number of employees per division*

VIII. OTHER PROJECT REQUIREMENTS IF AWARDED THE CONTRACT

Item	Specification / Particular	Statement of Compliance
	<b>A. PRE-INSTALLATION</b> Provide detailed work plan specifying installation design, detailed activities, and network diagram showing connectivity from end user's printer services, print server, and Active Directory server within fifteen (15) calendar days from the receipt of Notice to Proceed.	
	<b>B. ACTUAL INSTALLATION</b> <ol style="list-style-type: none"> <li>1. Deliver and install the hardware in each office indicated in the distribution list.</li> <li>2. Supply of original printing supplies (new toners, drum kits) installed on each machine upon delivery of the printers.</li> <li>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.</li> </ol>	
	<b>C. CONFIGURATION</b> <ol style="list-style-type: none"> <li>1. Configure Drivers to all workstation accessing the printers.</li> <li>2. Configure connectivity to Active Directory Services for printer visibility.</li> </ol>	

	<p><b>D. IMPLEMENTATION</b></p> <ol style="list-style-type: none"> <li>1. Managed Printing Services covering the period of twelve (12) months shall commence from the issuance of Certificate of Inspection and Acceptance.</li> <li>2. The in-house technician shall maintain all equipment in proper working order.</li> <li>3. Provide an escalation list and procedure in reporting fault and outages.</li> </ol>	
	<p><b>E. MAINTENANCE</b></p> <p>The WINNING BIDDER, during the duration of the contract, shall provide the following:</p> <ol style="list-style-type: none"> <li>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</li> <li>b. Quarterly preventive maintenance</li> <li>c. Installation of printer, if necessary</li> <li>d. Repair or replacement of spare parts due to inherent defects and/or caused by normal wear and tear of printer.</li> <li>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.</li> <li>f. Collection of devices and consumables for disposal.</li> <li>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.</li> <li>h. The WINNING BIDDER shall respond with and provide both remedial and preventative service maintenance for all units at no cost.</li> </ol>	

**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 contact 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 under the same provisions, terms and conditions stipulated in the Contract and Terms of Reference.
- B. If the OSG requires an additional unit, the **WINNING BIDDER/PROVIDER** shall supply the machine bundled with four (4) toner cartridges.
- C. If initial purchased toner is insufficient, the 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 thereof. 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; Provided, 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	15% of the Total Contract Price, less 5% warranty deposit, computed based on the progress billing.	The amount represents the mobilization fund. The <b>CONTRACTOR</b> shall submit a written request after the Contract is duly signed and notarized.
Second release  (- delivery of printers, - 30 days after the issuance of notice of award)	35% of the Total Contract Price, or upon completion of delivery of printers less 5% warranty deposit, computed based on the progress billing.	The percentage of accomplishment must be 100% delivery of printers (corresponding to the 15% mobilization fund and 35% Total Contract Price )

Third release (3rd week of March 2022)	25% of the Total Contract Price, or Upon completion of delivery of toners, less 5% warranty deposit, computed based on the progress billing.	The percentage of accomplishment must be at least 100% deliveries of printers and 50% of all types of toners..
Fourth release (July 2022)	25% of the Total Contract Price, or Upon completion of full delivery of toners, less 5% warranty deposit, computed based on the progress billing	The percentage of accomplishment must be at least 100% deliveries of printers and 100% of all types of toners..
Fifth release	Release of 5% withheld warranty deposit of the Total Contract Price	For the procurement of Goods, in order to assure that manufacturing defects shall be corrected by the supplier, a 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 shall observe the minimum health and safety protocols enforced 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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