Technical Working Group for
Managed Printing Services

TERMS OF REFERENCE

Supply & Delivery of Toners with Printers

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 providing 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. By giving the chosen bidder responsibility for printer maintenance and consumable supplies, the OSG can concentrate on its primary responsibilities and leave the worries of printing to professionals.

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. Objectives

1. **Optimize Printing Operations Across OSG Offices**
   Deploy a centralized and managed printing solution to improve efficiency, reduce downtime, and ensure consistent availability of printing resources for all divisions.

2. **Ensure High-Quality and Reliable Printing Output**
   Require the use of genuine or OEM consumables and ISO-certified toner materials to maintain superior print quality and minimize technical issues.

3. **Provide Dedicated Technical Support and Maintenance**
   Assign in-house technicians to OSG Main and Convergys One buildings to deliver prompt support, preventive maintenance, and quick resolution of printer-related concerns.

III. APPROVED BUDGET OF THE CONTRACT (ABC)

The total ABC for the project is Six Million Two Hundred Eleven Thousand Pesos Only (**PHP 6,211,000.00**), including all applicable government taxes and service charges.

IV. BIDDER'S QUALIFICATION REQUIREMENTS

Item	Specification / Particular	Statement of Compliance
1	The **BIDDER** warrants that it will strictly comply with the terms and conditions of the project's Terms of Reference.	
2	The **BIDDER** must have satisfactorily completed, within the last three years from the date of submission and receipt of at least one (1) single contract of a similar nature amounting to at least fifty percent (50%) of the ABC. For this purpose, a contract shall be considered similar if the bidder is engaged in providing printing solutions.	
2	**BIDDERS** must have been an authorized partner or distributor of the brand being offered. 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 and addressed to the OSG.	
3	**BIDDERS** must be an Authorized Service Center of the brand being offered. 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 and addressed to the OSG.	
4	The **BIDDER** warrants, represents, and undertakes the reliability of the services and product updates and that their manpower complements are hardworking, qualified/reliable, and dedicated to doing 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 no less than the minimum wage and other benefits mandated by law.	
6	The **PROVIDER,** in the performance of 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 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 to perform 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 liabilities arising therefrom.	
9	The **PROVIDER** shall neither assign, transfer, pledge, nor subcontract any part or interest therein.	
10	The Prospective Bidders must submit written proof that contains the following: • They are engaged in the business of deploying printing solutions for at least five (5) years. • They were/are engaged to deploy printing solutions with at least five (5) companies, whether government or private. In this regard, written proof may be in the form of: (1) copies of the Contracts	

	entered with the said companies or government agencies; or (2) Certifications issued by the said companies or government agencies.	
11	Raw materials of toners must be ISO 9001:2015 and ISO 14001:2015 certified.	
12	The **PROVIDER** and all its agents and personnel must comply with the data privacy protection requirements under RA No. 10173 (Data Privacy Act). It implements the Rules and Regulations and other issuances of the National Privacy Commission and other laws, rules, and regulations regarding the handling of OSG's personal data. All information obtained in the conduct of activities related to this project shall only be used to provide warranty services. Information obtained during the warranty period shall be disposed of after the end of the warranty.	
13	For remanufactured/compatible toner, the **Manufacturer** of the toner must be **Standardized Test Methods Committee (STMC)** Compliant. A valid Certification must be submitted as part of technical compliance. In addition, a Manufacturer Certificate stating that the bidder is an authorized partner or distributor must be provided as part of technical compliance.	
14	The **PROVIDER** must be able to offer the **OSG** a "no-capital-outlay" for one (1) year.	
15	The **PROVIDER** must have a trained/experienced Toner Cartridge Technician.	

V. CONTRACT PERIOD

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

VI. SCOPE OF WORK

The project involves the following:

Item	Specification / Particular	Statement of Compliance
1	Supply, delivery, and installation of **One Hundred Thirty Four (134) units of Brand New Network Ready Monochrome Laser Printers and Nine (9)**	

	Brand New Network Ready Colored Laser Printer.	
2	Supply, delivery, and installation of **536 units of Toner Cartridge (at least 10,000-page yield *each at 5% print coverage*) for monochrome printers, 22 pcs of Black, and 18 sets of each colored toner (CMY)** with at least 7000-page yield for black and 5000-page yield for color, and OEM printing supplies (drum kits, etc.).	
3	Provide **two (2) in-house technicians.** • The **1st technician** will report to the **OSG CMS** for 8 hours x 5 days per week and will be the point of contact for customer support in the **OSG MAIN** building. Monday to Friday for 8 hours per day. • The **2nd technician** will report to the **CONVERGYS ONE** building every **Monday, Wednesday, and Friday (MWF)** and will be the point of contact for customer support in the **OSG CONVERGYS ONE**. On-call technician should be on standby on days that the provided technicians are unavailable.	
4	The in-house technicians shall be assigned **as the point of contact** for on-site/end-user support and monitoring of printer machines per building assigned.	

VII. 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	The **Brand-New Network-Ready Monochrome Laser Printers** shall have the following minimum specifications: a. Print speed: Up to 40ppm (A4) b. Printing method: A4 Monochrome laser printer c. Print quality: At least 600 × 600 dpi d. Printer languages: UFR II, PCL6, PCL5, Adobe PostScript 3 e. *Interface type:* USB 2.0 Host x2, 1000Base-T/100Base-TX/10Base-T, Wireless LAN, IEEE 802.11 b/g/n, WiFi Direct Connection f. *Operating System:* Windows and MAC OS 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, A5R, A6, B5, Legal, Letter j. *Memory*: 1GB RAM k. *Storage*: 2GB l. *Cartridge yield*: At least 10,000 pages	
2	The **Brand-New Network Ready Color Printers** shall have the following minimum specifications: a. Print speed: 33 ppm (A4) b. Printer languages: UFR II, PCL6, PCL5, Adobe PostScript 3 c. Print quality: At least 600 × 600 dpi d. Interface type: USB 2.0 Host x2, 1000Base-T/100Base-TX/10Base-T, Wireless LAN, IEEE 802.11 b/g/n, WiFi Direct Connection e. Operating System: Windows and MAC OS f. Double-sided printing: Automatic (standard) g. Paper input (Standard): cassette: 250 sheets; MP Tray: 50 sheets h. Media sizes Cassette (Standard and optional): A4, A5, A5R, A6, B5, Legal, Letter i. Memory: 1GB RAM j. Storage: 2GB k. Cartridge yield: Cartridge BK, High Yield: At least 7,000 pages l. Cartridge: C/M/Y, High Yield: At least 5,000 pages	

VIII. 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 is required.	

The **OSG** printer device distributions are as follows:

OFFICES	Monochrome Printer	Colored Printer
Secretariat	2	1
Legal Divisions	108	
DMS	11	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	**134**	**9**

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

X. 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 a 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 Deliver and install the hardware in each office indicated in the distribution list. Supply of original printing supplies (new toners, drum kits) is installed on each machine upon delivery of the printers. 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 number of one-tenth of one percent (1/10 of 1%) of the total contract price for every calendar day of delay.	
	C. CONFIGURATION Configure Drivers to all workstations accessing the printers. Configure connectivity to Active Directory Services for printer visibility.	

	D. IMPLEMENTATION Managed Printing Services covering the Contract period shall commence from the issuance of the Certificate of Inspection and Acceptance. The in-house technician shall maintain all equipment in proper working order. Provide an escalation list and procedure for reporting faults and outages.	
	E. MAINTENANCE The **WINNING BIDDER**, during the duration of the Contract, shall provide the following: a. Response time within twenty-four (24) hours from receipt of request through 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 the 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.	

XI. 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 the duly assigned OSG CMS personnel shall accompany such representative.
B. Responsible for the safe custody and use of the equipment installed by the winning **BIDDER/PROVIDER**.
C. Issue Certificate of Inspection and Acceptance.

XII. PRE-TERMINATION OF THE CONTRACT

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

XIII. 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 initially 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.

XIV. WARRANTIES ON TONERS

The **BIDDER/PROVIDER** shall provide a warranty covering any manufacturing defects, functional inefficiencies, or premature spoilage of toners within **12 months** from the date of purchase. As part of the supply contract, the supplier shall deliver an additional **2% of the total order** to serve as an initial buffer for any defective units. Should the number of defective or non-functional toners exceed this 2% threshold, the supplier will be obligated to replace the excess faulty units at no additional cost to the OSG. Defects may include, but are not limited to, leakage, poor print quality, and mechanical failure. The OSG admin is required to report the defect upon identifying the issue, accompanied by relevant documentation such as the product serial number and a description of the problem.

XV. 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 before 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 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 (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 (Delivery of 50% of toners right after the completion of the delivery and installation of printers)	35% of the Total Contract Price upon completion of delivery of toners.	The accomplishment must be the delivery of 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 the delivery of 30% of all types of toners.
Fourth release	Release of 5% withheld warranty deposit of the Total Contract Price	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.

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