

TERMS OF REFERENCE

Procurement of One-Year Lease/Rental of Brand New A4 Mono Laser Multifunction Copier Machines

1. RATIONALE

- 1.1. Owning a copier machine can be financial burden for the agency. Besides, supply costs and maintenance fees, coming up with the initial capital to purchase the machine can stretch operational budget beyond profitable limits. Copier machines depreciate over time, losing value due to use and to the constant introduction of newer and better technology. Saving financial resources for exploring business opportunities and for making purchases that appreciate over time is far more important than investing in office technology that will only lose value. Leasing of copier machine helps ease the up-front cost and may provide a number of other attractive benefits. Lease agreements may even include the cost of supplies, further reducing the initial payout.
- 1.2. To address this situation, and in order to have efficient document reproduction needs for the day to day operations and to have a greater return on the lease investment, it is highly recommended that the **National Electrification Administration** (“**NEA**”, for brevity), a Government-Owned and Controlled Corporation duly organized and existing under and by virtue of P.D. 269, as amended by R.A. 10531, with principal office address at NEA Building, Barangay Pinyahan, Diliman, Quezon City, (“**CONTRACTOR**”, for brevity) secure the service of a provider which can supply a one-year lease/rental of brand new A4 mono laser multifunction copier machines.

2. APPROVED BUDGET FOR THE CONTRACT

- 2.1. For and in consideration of the performance and accomplishment of the **LEASE/RENTAL OF BRAND NEW A4 MONO LASER MULTIFUNCTION COPIER MACHINES**, **NEA** shall pay the **CONTRACTOR** the total amount of **ONE MILLION ONE HUNDRED SEVEN THOUSAND PESOS (Php1,107,000.00)** for the contract price. Subject to pertinent laws on government contracts and auditing procedures.
- 2.2. The contract price is inclusive of all duties and taxes.
- 2.3. No changes shall be made on the Contract Price by reason of escalation in currency. Any adjustment in Contract Price shall be done in accordance with guidelines provided by law.
- 2.4. The payment of escalation costs shall be subject to the unilateral and written approval of **NEA** and to availability of funds.

3. PROJECT DURATION

- 3.1. The project duration covering the lease/rental of brand new A4 mono laser multifunction copier machines in **NEA** shall be for a period of **one year** from the issuance of Notice to Proceed (NTP).
- 3.2. Exact dates of delivery and/or completion should be reckoned from the date of **CONTRACTOR's** receipt of NTP.
- 3.3. The liquidated damages shall be imposed for the inability of the **CONTRACTOR** to comply with the **Approved Delivery Schedule**, unless a written request for time extension been approved in writing by **NEA**.

4. QUALIFICATION OF THE CONTRACTOR

- 4.1. The **CONTRACTOR** must be competent and experienced in the field of leasing and maintenance of copier machines with a minimum of **three (3) years** prior experience on similar projects.
- 4.2. The **CONTRACTOR** is required to submit a company profile, list of present and previous clientele, and certifications issued by past/present clients indicating the Contractor's satisfactory performance.
- 4.3. The **CONTRACTOR** must be an authorized reseller of the brand at the time of the bid. The **CONTRACTOR** is required to submit a manufacturer's letter certifying the same.
- 4.4. The **CONTRACTOR** must be an authorized service provider of the brand at the time of the bid. The **CONTRACTOR** is required to submit a manufacturer's letter certifying the same.

5. GENERAL REQUIREMENTS

- 5.1. The **CONTRACTOR** will provide leased equipment, servicing, toner, kits and suitable highest quality spare parts within the specified period to complete the project.
- 5.2. The **CONTRACTOR** shall provide the **NEA** with **fourteen (14) units of brand new A4 mono laser multifunction copier machines**.
- 5.3. All units should be unused and completely **BRAND NEW**.
- 5.4. The **CONTRACTOR** is required to submit a manufacturer's letter certifying that the equipment are brand new.
- 5.5. The above number of units may be changed by the **NEA** from time to time to provide flexibility in its operations. These units shall be installed in various departments/offices of the **NEA Building**.

6. SCOPE OF WORK

- 6.1. The **CONTRACTOR** shall undertake the works implementation of the “**One-Year Lease/Rental of Brand New A4 Mono Laser Multifunction Copier Machines**”, all in accordance with the specifications and subject to the terms and conditions of the contract.
- 6.2. The **CONTRACTOR** shall perform the installation, testing, commissioning of all equipment. All necessary tests, services and inspections to assure the system functions shall be checked and approved before the acceptance test. Consideration shall be given to the fact that installation or tests of other systems within the same building may be carried out during the same period.
- 6.3. The **CONTRACTOR** shall enforce any precautionary measures required to ensure work is safe and protected.
- 6.4. The **CONTRACTOR** shall install the leased equipment in the following designated departments/offices:

Departments/Offices	Location	No. of Units
Corporate Planning Office	7 th Floor	1
Office of the Corporate Secretary	7 th Floor	1
Office of the Administrator	7 th Floor	1
Total Electrification Division/OPASS	7 th Floor	1
EC Audit Department/Engineering Department	6 th Floor	1
Institutional Development Department	6 th Floor	1
Finance Services Department	5 th Floor	1
Accounts Management and Guarantee Department	5 th Floor	1
Human Resources and Administration Department	4 th Floor	1
EC Management Services	4 th Floor	1
NEA-EC Training Institute/Corporate Communications and Social Marketing Office/IAQSMO	3 rd Floor	1
Legal Services Office/ITCSD	2 nd Floor	1
Records Unit	Ground Floor	1
Commission on Audit	Ground Floor	1
Total Number of Units		14

- 6.5. The **CONTRACTOR** shall provide **NEA's** General Services Division to have the right to observe during the installation procedures.

- 6.6. The **CONTRACTOR** shall supply all consumables, i.e., toner, developer, etc., and shall be for the account of the **CONTRACTOR** excluding copy paper.
- 6.7. All toner and other consumables provided must be brand new and original. The **CONTRACTOR** must submit a manufacturer's letter certifying the authenticity of the toners and consumables.
- 6.8. Without additional cost to the **NEA**, the **CONTRACTOR** shall deploy technicians who shall conduct monthly unit inspection and calibration to keep the machines in good working condition at all times. The technicians shall report to **NEA** and with the assistance of GSD, Mondays to Fridays, at 8:00 am to 5:00 pm. Any damage/unserviceable parts shall be repaired/replaced without charge to **NEA** within the duration of the lease contract.
- 6.9. The **CONTRACTOR** shall observe the maximum response time of within four (4) hours from the time the **NEA** makes its request for on-site services during regular working days. In case of prolonged or recurring mechanical failure on the unit/s and/or unserviceable within 24 hours or one day from the time of notice, the **CONTRACTOR** must provide replacement unit/s.
- 6.10. The **CONTRACTOR** shall be responsible for the disposal of empty cartridges, toners, drums, and other waste materials obtained from the repairs and maintenance of the equipment.
- 6.11. The **CONTRACTOR** shall conduct Technical Training to **NEA** personnel for the administration, operation, maintenance and handling of the products to be supplied.
- 6.12. This covers the requirements for operational and technical training to enable correct use, operation and maintenance of the leased machines.
- 6.13. The comprehensive trainings shall be provided to ensure that operation and maintenance personnel will be capable to competently operate and maintain the system.
- 6.14. The **CONTRACTOR** shall provide additional copier machine/s to the **NEA** upon request within five (5) working days from receipt of advice from the **NEA** under the same terms and conditions of the contract.
- 6.15. The **NEA** shall, without additional cost, benefit from any improvement that may be introduced in said machines due to advancements in technology.

7. MATERIALS REQUIREMENTS & SPECIFICATIONS

- 7.1. The product and system's design shall be in accordance with the following specifications:

TECHNOLOGY	Laser Multifunction Printer (Copy/Print/Scan/Fax)
COPY	
COPY TYPE	Monochrome
COPY SPEED	47 copies per minute (minimum)

OUTPUT SIZE	Minimum A5 Size Paper
RESOLUTION	600 x 600 dpi (minimum)
FIRST COPY OUT TIME	Less than 6.5 seconds
MULTIPLE COPIES/PRINTS	1 to 9999 pages
DUPLEX COPIES/PRINTS	Standard
PRINT	
PRINT TYPE	Monochrome
PRINT SPEED	47 copies per minute (minimum)
RESOLUTION	Up to 1,200 x 1,200 dpi
FIRST PRINT OUT TIME	Less than 6.5 seconds
DUPLEX	Automatic
EMULATION	PCL 5e, PCL 6, PostScript 3, PDF
SCAN	
SCAN TYPE	Full color scan
SCAN SPEED	Duplex: up to 60 ipm / Simplex: up to 35 ipm
RESOLUTION	Up to 4,800 x 4,800 dpi
COMPATIBILITY	TWAIN, WIA, ICDM, SANE (Linux)
SCAN DEPTH	Mono: 8 bit / Color: 48 bit
SCAN TO	Email, SMB, FTP, PC, WSD, Box, Cloud Services, OCR
FAX	
FAX TYPE	Full color fax
COMMUNICATION SYSTEM	PSTN / PABX
MODEM SPEED	33.6 kbps
FAX RESOLUTION	Up to 300 x 300 dpi
FAX FEATURES	Fax forward to email, Broadcasting, Delayed Fax
GENERAL FEATURES	
MOBILITY	Google Cloud Pring, Apple Airprint, Samsung Mobile Print, NFC Tap and Print (optional)
PROCESSOR	Dual Core 1 GHz minimum or higher
MEMORY (RAM)	1 GB minimum or higher
OS COMPATIBILITY	Windows, MAC OS, Linux
INTERFACE	Hi-Speed USB 2.0, Ethernet 10/100 Base Tx, Optional Wireless: IEEE 802.11 b/g/n and Active NFC (NWE001X)
DISPLAY	10.1" in color touchscreen with easy to read interface or higher
MONTHLY DUTY CYCLE	Up to 200,000 pages per month
TRAY CAPACITY	Minimum 550 sheets and Multi-purpose tray 100 sheets
POWER REQUIREMENT	220-230 Vac, 50-60 Hz
ENERGY EFFICIENCY	Compliant

8. RENTAL SERVICE CHARGES

- 8.1. Rental charges shall be on a **cost-per-page** (all inclusive in of consumables, maintenance and replacement of parts and the services of machines and technicians), based on monthly meter readings taken from each machine, as evidenced by the meter reading cards/report. The cost per page shall not exceed **Php1.00 per print inclusive of VAT**. Computation will be based on the number of copies shown on the meter reading cards/reports less 2% allowance for spoilage. There should be no accounting of spoiled paper. Inclusive of **1,300,000 mono A4 copies** for the duration of the contract.
- 8.2. The monthly meter readings shall be conducted by a duly-authorized representative of the **NEA** and the **CONTRACTOR**.

9. RESPONSIBILITIES OF THE CONTRACTOR

- 9.1. The principal features of the work do not in any way limit the responsibilities of the **CONTRACTOR** to the general description of his/her scope of work. He/she shall perform all the work fully and make operational to the intent of the project.
- 9.2. The **CONTRACTOR** shall be responsible for the proper execution and coordination of his/her work. He/she shall schedule and program all necessary work activities according to the specified completion period.
- 9.3. The **CONTRACTOR** shall observe the required standards of safety and procedures and that its contract and workers shall be properly insured against all risks. He/she shall provide/equip its workers with Personal Protective Equipment (PPE) during the course of installation. He/she shall observe the **NEA's** house regulations to be issued together with the Work Permit.
- 9.4. The **CONTRACTOR** is not allowed to erect quarters for workers within **NEA** premises; sleeping is also not allowed. **CONTRACTOR's** workers are limited to the designated working area only. Loitering around and inside the **NEA** premises is not allowed.
- 9.5. The **CONTRACTOR** shall be responsible for clearing and cleaning of the designated area of unused materials, left over and other debris at the area and disposal of the same outside of the **NEA** premises. A daily inspection of the work area shall be conducted by the **CONTRACTOR** and **NEA** or its authorized representative to ensure that the working area and storage area assigned to the **CONTRACTOR** is clean and in order at all times.
- 9.6. The **CONTRACTOR** shall protect adjacent areas against any damage by his/her employees, or by his/her materials, equipment and tools during the execution of the work. Any damage done by him/her or his/her employees shall be repaired at his own expense, without additional compensation beyond the contract.

- 9.7. All other items of work not specifically mentioned, but are necessary to complete the works in accordance with the plans and specifications and other related documents, shall be provided by the **CONTRACTOR** at no additional cost to the **NEA**.

10. RESPONSIBILITIES OF THE NEA

- 10.1. The machines, including all of its accessories, shall remain the property of the **CONTRACTOR**. The **NEA** 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 **CONTRACTOR**.
- 10.2. In case of any violation by a third party of the property rights of the **CONTRACTOR**, regardless of any reason, including, but not limited to, execution, provisional attachment and disposition of any kind of the photocopying machines, the **NEA** shall immediately inform the **CONTRACTOR**, and the **NEA** shall be free from any liability not being privy to the third party's claim against the **CONTRACTOR**. The contract between the **NEA** and the **CONTRACTOR** shall, however, remain in full force and effect. The **CONTRACTOR** 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 **CONTRACTOR** to replace the machines.
- 10.3. The **NEA** shall take care of the machines with utmost diligence and shall not allow unauthorized persons to operate it. Any damage to the machines due to improper operation by unauthorized persons shall be charged to, and paid for, by the **NEA**.
- 10.4. The **NEA** shall pay the **CONTRACTOR** for any loss or damage to the machines and its consumables and spare parts caused by the plugging of the machines to incorrect voltage level; willful acts, fault or negligence of the **NEA**, its representatives, agents, employees and/or any persons acting in its behalf.
- 10.5. The **CONTRACTOR** shall make such inspections, adjustments and maintenance as may be required to keep the machines in good working condition and as may be required by the **NEA**. Such inspections, adjustments and maintenance shall be free of charge.
- 10.6. Replacement parts for the machines shall be supplied by the **CONTRACTOR** free of charge. Repairs shall likewise be effected by the **CONTRACTOR** without any charge.

11. TERMINATIONS

- 11.1. The **CONTRACTOR** may terminate the contract if the **NEA** is in material breach of its obligations under the contract and fails to remedy the same

within sixty (60) calendar days following receipt of the **CONTRACTOR's** notice specifying such breach. The **CONTRACTOR** must serve written notice to the **NEA** of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The contract is deemed terminated if it is not resumed in thirty (30) calendar days after receipt of such notice by the **NEA**.

- 11.2. Subject to the procedure prescribed by law, the **NEA** may terminate the contract under any of the following conditions:
 - 11.2.1. Outside of *force majeure*, the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract. The **NEA** may rescind or terminate the contract and impose appropriate sanctions over and above the liquidated damages to be paid. The same is without prejudice to other courses of action and remedies available to the **NEA** under the circumstances;
 - 11.2.2. As a result of *force majeure*, the **CONTRACTOR** is unable to perform any of its obligations under the contract, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of notice from the **NEA** stating that the circumstance of *force majeure* is deemed to have ceased;
 - 11.2.3. The **CONTRACTOR** fails to satisfactorily perform any of its obligations under the contract;
 - 11.2.4. The Administrator has determined the existence of conditions that make contract implementation economically, financially or technically impractical or unnecessary, such as, but not limited to, fortuitous events and changes in law and national government policies;
 - 11.2.5. The **CONTRACTOR** is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; and
 - 11.2.6. It is determined *prima facie* that the **CONTRACTOR** has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation.
- 11.3. Upon expiration of the contract, the parties may agree to extend the same. Said extension shall be governed by the same terms and conditions herein stipulated, and may be terminated by either party by means of a written notice served upon the other party at least thirty (30) days prior to the date of such termination.
- 11.4. Upon termination or expiration of the contract, the **NEA** shall return the machines and accessories to the **CONTRACTOR** by allowing the latter, on a date and time agreed upon by both the **NEA** and the **CONTRACTOR**, to enter the **NEA** premises for the purpose of retrieving the machines.
- 11.5. Upon termination of the contract, all unpaid obligations of the **NEA** to the **CONTRACTOR** shall immediately become due and demandable.

12. SUBMITTALS

- 12.1. The **CONTRACTOR** shall submit to **NEA**, the proposed delivery of materials, tools and equipment, and manpower schedules for proper monitoring **five (5) calendar days** after the kick-off meeting.
- 12.2. The **CONTRACTOR** shall submit samples and/or technical brochures of all materials to be used in the project **within ten (10) calendar days** upon receipt of Notice to Proceed which include but may not be limited to the following for **NEA's** approval:
 - 12.2.1. Materials/Brochures with technical specifications.
 - 12.2.2. Manufacturer's printed Product Installation Instructions.

13. PAYMENTS

- 13.1. All accounts shall be payable monthly to the **NEA** within fifteen (15) days from receipt of the billing statements, provided there are no errors or discrepancies noted by the authorized representative of the **NEA**. In case of errors or discrepancies in the billing statements, the authorized representative of the **NEA** shall notify the representative of the **CONTRACTOR** within three (3) days from receipt of the billing statements. The accounts shall be payable to the **NEA** within fifteen (15) days from receipt of the correct billing statements.
- 13.2. All payments made shall be subject to the usual government accounting and auditing rules and regulations.

14. LIQUIDATED DAMAGES

- 14.1. Failure to comply with the terms and conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount to 1/10 of 1% of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches 10% of the amount of the contract, **NEA** shall rescind the contract, without prejudice to other courses of action and remedies open to it.

TECHNICAL WORKING GROUP

FEDERICO P. VILLAR JR.
Member

SHIRLEY J. SALVADOR
Member

CYNTHIA E. LISONDRA
Member

RAFAEL B. BARRIENTOS
Member

MARCELINO D. CACDAC
Member

HERNANDO N. GABOTERO
Member

CESAR F. JACINTO
Member

ESTRELLITA S. VOLANTE
End-user

MA. CHONA O. DELA CRUZ
Vice-Chairperson

GWEN P. ENCISO-KYAMKO
Chairperson