







TERMS OF REFERENCE

Procurement of One-Year Managed Printing Services of Brand-New 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 managed printing services of brand-new mono laser multifunction copier machines.

2. APPROVED BUDGET FOR THE CONTRACT

- 2.1. For and in consideration of the performance and accomplishment of the MANAGED PRINTING SERVICES OF BRAND-NEW 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.

1

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 managed printing services of brand-new mono laser multifunction copier machines in **NEA** shall be for a period of **one year**.
- 3.2. Exact dates of delivery and/or completion shall be within 15 days from the date of receipt of NTP.

4. QUALIFICATION OF THE CONTRACTOR

- 4.1. The **CONTRACTOR** must be competent and experienced in the field of managing, 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 service provider to at least 3 years 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 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 seventeen (17) units of brand-new mono laser multifunction copier machines.
- 5.3. All units and consumables should be BRAND NEW.
- 5.4. The **CONTRACTOR** is required to submit a manufacturer's letter certifying that the equipment and consumables are brand new.

6. SCOPE OF WORK

- 6.1. The CONTRACTOR shall undertake the works implementation of the "One-Year Managed Printing Services of Brand-New 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, and 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 equipment in the following designated departments/offices:

Departments/Offices	Location	Туре	No. Un	
Corporate Planning Office	7 th Floor	A4	1	
Office of the Corporate Secretary	7 th Floor	A4	1	
Office of the Administrator	7 th Floor	A4	1	
Total Electrification Division	7 th Floor	A4	1	
EC Audit Department/Engineering Department	6 th Floor	A4	2	
Institutional Development Department	6 th Floor	A4	1	
Finance Services Department	5 th Floor	A4	1	
Accounts Management and Guarantee Department	5 th Floor	A4	1	
Human Resources and Administration Department	4 th Floor	A3	1	
EC Management Services	4 th Floor	A4	1	
NEA-EC Training Institute/Corporate Communications and Social Marketing Office	3 rd Floor	A4	2	
Legal Services Office/ITCSD	2 nd Floor	A4	2	
Records Unit	Ground Floor	A4	1	
Commission on Audit	Ground Floor	A4	1	
Total Number of Units			17	

- 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. The **CONTRACTOR** shall deploy technicians without additional cost to who shall conduct monthly unit inspection and calibration to keep the machines in good working condition at all times. Any damage/unserviceable parts shall be repaired/replaced without charge to **NEA** within the duration of the lease contract.
- 6.8. 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.

- 6.9. The **CONTRACTOR** shall be responsible for the monthly disposal of empty cartridges, toners, drums, and other waste materials obtained from the repairs and maintenance of the equipment.
- 6.10. The CONTRACTOR shall conduct Technical and Operational Training to NEA personnel for the administration, operation, maintenance and handling of the products to be supplied within 24 hours from the actual date of delivery of the equipment. The comprehensive trainings shall be provided to ensure that operation and maintenance personnel will be capable to competently operate and maintain the system.
- 6.11. The CONTRACTOR shall provide additional copier machine/s to the upon request within five (5) working days from receipt of advice from the under the same terms and conditions of the contract.
- 6.12. 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	A4 Laser Multifunction Printer (Copy / Print / Scan / Fax)
COPY	
COPY TYPE	Monochrome
COPY SPEED	45 copies per minute (minimum)
OUTPUT SIZE	Minimum A5 to maximum A4 size paper
RESOLUTION	600 x 600 dpi (minimum)
FIRST COPY OUT	Less than 6.5 seconds
MULTIPLE COPIES/PRINTS	1 to 999 pages
DUPLEX COPIES/PRINTS	Standard
PRINT	
PRINT TYPE	Monochrome
PRINT SPEED	45 copies per minute (minimum)
RESOLUTION	Up to 1,200 x 1,200 dpi
FIRST PRINT OUT	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	,
GENERAL FEATURES		
MOBILITY	Google Cloud Print, Apple Airprint, Android 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 I (NWE001X)	NFC
DISPLAY	10.1" in color touchscreen with easy to read interfor higher	ace
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	
TEOLINIO, 601/		

COPY TYPE	TECHNOLOGY	A3 Laser Multifunction Printer (Copy / Print / Sca / Fax)	
COPY SPEED OUTPUT SIZE Minimum A5 to maximum A3 size paper RESOLUTION FIRST COPY TIME MULTIPLE COPIES/PRINTS DUPLEX COPIES/PRINTS PRINT PRINT TYPE PRINT SPEED A0 copies per minute (minimum) Standard Standard PRINT SPEED A0 copies per minute (minimum) RESOLUTION Up to 1,200 x 1,200 dpi FIRST PRINT UP to 1,200 x 1,200 dpi FIRST PRINT TIME DUPLEX Automatic EMULATION PCL 5e, PCL 6, PostScript 3, PDF SCAN SCAN SCAN TYPE Full color scan DUPLEX DUPLEX DUPLEX DUPLEX AUTOMATIC EMULATION PCL 5e, PCL 6, PostScript 3, PDF SCAN SCAN SPEED Duplex: up to 80 ipm / Simplex: up to 80 ipm RESOLUTION Up to 4,800 x 4,800 dpi COMPATIBILITY TWAIN, WIA, ICDM, SANE (Linux) MONE Bit / Color: 48 bit Email, SMB, FTP, PC, WSD, Box, Cloud Services, OCR GENERAL FEATURES MORILITY Google Cloud Print, Apple Airprint, Android Mobile	COPY		
OUTPUT SIZE RESOLUTION 600 x 600 dpi (minimum) FIRST COPY OUT Less than 6.5 seconds MULTIPLE COPIES/PRINTS DUPLEX COPIES/PRINTS PRINT PRINT TYPE PRINT SPEED RESOLUTION RESOLUTION RESOLUTION PIRST PRINT Up to 1,200 x 1,200 dpi FIRST PRINT Up to 1,200 x 1,200 dpi Less than 6.5 seconds Less than 6.5 seconds Less than 6.5 seconds EMULATION PCL 5e, PCL 6, PostScript 3, PDF SCAN SCAN SCAN SCAN TYPE Full color scan SCAN SPEED Duplex: up to 80 ipm / Simplex: up to 80 ipm RESOLUTION Up to 4,800 x 4,800 dpi COMPATIBILITY SCAN TO GOOGLE Cloud Print, Apple Airprint, Android Mobile MORILITY GOOGLE Cloud Print, Apple Airprint, Android Mobile	COPY TYPE	Monochrome	
RESOLUTION FIRST COPY OUT TIME MULTIPLE COPIES/PRINTS DUPLEX COPIES/PRINTS PRINT PRINT TYPE PRINT SPEED PRINT OUT TIME Monochrome PRINT SPEED PRINT OUT TIME PRINT OUT TIME PRINT OUT TIME DUPLEX COPIES/PRINTS PRINT OUT TIME PRINT SPEED PRINT OUT TIME DUPLEX COPIES/PRINT PRINT OUT TIME PRINT OUT TIME DUPLEX COMPATIBILITY FULL Color: 48 bit COMPATIBILITY Google Cloud Print, Apple Airprint, Android Mobile MORILITY Google Cloud Print, Apple Airprint, Android Mobile	COPY SPEED	30 copies per minute (minimum)	· · · · · · · · · · · · · · · · · · ·
FIRST COPY OUT TIME MULTIPLE COPIES/PRINTS DUPLEX COPIES/PRINTS PRINT PRINT PRINT TYPE PRINT SPEED RESOLUTION FIRST PRINT OUT TIME DUPLEX CAN SCAN SCAN SCAN SCAN SCAN SCAN COMPATIBILITY Less than 6.5 seconds Less than 6.5 seconds Less than 6.5 seconds DUPLEX Automatic PCL 5e, PCL 6, PostScript 3, PDF SCAN SCAN SCAN SPEED Duplex: up to 80 ipm / Simplex: up to 80 ipm RESOLUTION Up to 4,800 x 4,800 dpi COMPATIBILITY Mono: 8 bit / Color: 48 bit Email, SMB, FTP, PC, WSD, Box, Cloud Services, OCR GENERAL FEATURES MORILITY Google Cloud Print, Apple Airprint, Android Mobile	OUTPUT SIZE	Minimum A5 to maximum A3 size paper	
TIME MULTIPLE COPIES/PRINTS DUPLEX COPIES/PRINTS PRINT PRINT TYPE PRINT SPEED RESOLUTION FIRST PRINT DUPLEX Automatic EMULATION SCAN SCAN TYPE Full color scan SCAN SPEED Duplex: up to 80 ipm / Simplex: up to 80 ipm RESOLUTION Up to 4,800 x 4,800 dpi COMPATIBILITY MONO: 8 bit / Color: 48 bit Email, SMB, FTP, PC, WSD, Box, Cloud Services, OCR MORILITY Google Cloud Print, Apple Airprint, Android Mobile		600 x 600 dpi (minimum)	
COPIES/PRINTS DUPLEX COPIES/PRINTS PRINT PRINT TYPE PRINT SPEED RESOLUTION FIRST PRINT OUT TIME DUPLEX CAN SCAN SCAN SCAN TYPE Full color scan SCAN SPEED DUPLEX: up to 80 ipm / Simplex: up to 80 ipm RESOLUTION Up to 4,800 x 4,800 dpi COMPATIBILITY COMPATIBILITY Full color: 48 bit SCAN TO GOOGle Cloud Print, Apple Airprint, Android Mobile		Less than 6.5 seconds	
PRINT PRINT TYPE PRINT SPEED RESOLUTION PRIST PRINT OUT TIME DUPLEX EMULATION SCAN SCAN SCAN SPEED SCAN SCAN SPEED Duplex: up to 80 ipm / Simplex: up to 80 ipm RESOLUTION Up to 4,800 x 4,800 dpi PRESOLUTION Up to 4,800 x 4,800 dpi COMPATIBILITY SCAN TO GENERAL FEATURES MORII ITY Mono: 8 bit / Color: 48 bit SCAN Google Cloud Print, Apple Airprint, Android Mobile		1 to 999 pages	
PRINT TYPE PRINT SPEED 30 copies per minute (minimum) RESOLUTION Up to 1,200 x 1,200 dpi FIRST PRINT OUT TIME DUPLEX Automatic EMULATION PCL 5e, PCL 6, PostScript 3, PDF SCAN SCAN SCAN TYPE Full color scan SCAN SPEED Duplex: up to 80 ipm / Simplex: up to 80 ipm RESOLUTION Up to 4,800 x 4,800 dpi COMPATIBILITY TWAIN, WIA, ICDM, SANE (Linux) SCAN TO GENERAL FEATURES MORILITY Google Cloud Print, Apple Airprint, Android Mobile	COPIES/PRINTS	Standard	
PRINT SPEED RESOLUTION PRINT OUT TIME DUPLEX EMULATION SCAN SCAN TYPE SCAN SCAN SPEED Duplex: up to 80 ipm / Simplex: up to 80 ipm RESOLUTION Up to 4,800 x 4,800 dpi COMPATIBILITY TWAIN, WIA, ICDM, SANE (Linux) SCAN TO GENERAL FEATURES MORILITY 30 copies per minute (minimum) Less than 6.5 seconds Less than 6.5 seconds Less than 6.5 seconds PCL 5e, PCL 6, PostScript 3, PDF Full color scan Duplex: up to 80 ipm / Simplex: up to 80 ipm Vision of the color of the			
RESOLUTION FIRST PRINT OUT TIME DUPLEX Automatic EMULATION SCAN SCAN SCAN TYPE SCAN SCAN SPEED Duplex: up to 80 ipm / Simplex: up to 80 ipm RESOLUTION COMPATIBILITY TWAIN, WIA, ICDM, SANE (Linux) SCAN TO GENERAL FEATURES MORILITY Up to 1,200 x 1,200 dpi Less than 6.5 seconds Less than 6.5 seconds Less than 6.5 seconds PCL 5e, PCL 6, PostScript 3, PDF Full color scan Duplex: up to 80 ipm / Simplex: up to 80 ipm Up to 4,800 x 4,800 dpi COMPATIBILITY TWAIN, WIA, ICDM, SANE (Linux) SCAN TO General FEATURES Google Cloud Print, Apple Airprint, Android Mobile		Monochrome	
FIRST PRINT OUT TIME DUPLEX Automatic EMULATION PCL 5e, PCL 6, PostScript 3, PDF SCAN SCAN TYPE SCAN SPEED Duplex: up to 80 ipm / Simplex: up to 80 ipm RESOLUTION Up to 4,800 x 4,800 dpi COMPATIBILITY TWAIN, WIA, ICDM, SANE (Linux) SCAN TO GENERAL FEATURES MORILITY Less than 6.5 seconds Automatic Full color scan Duplex: up to 80 ipm / Simplex: up to 80 ipm White is a seconds Full color scan Duplex: up to 80 ipm / Simplex: up to 80 ipm Less than 6.5 seconds Full color scan Duplex: up to 80 ipm / Simplex: up to 80 ipm Email, SMB, FTP, PC, WSD, Box, Cloud Services, OCR General Features MORILITY Google Cloud Print, Apple Airprint, Android Mobile		30 copies per minute (minimum)	
TIME DUPLEX Automatic EMULATION PCL 5e, PCL 6, PostScript 3, PDF SCAN SCAN TYPE SCAN SCAN SPEED Duplex: up to 80 ipm / Simplex: up to 80 ipm RESOLUTION Up to 4,800 x 4,800 dpi COMPATIBILITY TWAIN, WIA, ICDM, SANE (Linux) SCAN DEPTH Mono: 8 bit / Color: 48 bit Email, SMB, FTP, PC, WSD, Box, Cloud Services, OCR GENERAL FEATURES MORILITY Google Cloud Print, Apple Airprint, Android Mobile	T	Up to 1,200 x 1,200 dpi	
EMULATION PCL 5e, PCL 6, PostScript 3, PDF SCAN SCAN TYPE Full color scan SCAN SPEED Duplex: up to 80 ipm / Simplex: up to 80 ipm RESOLUTION Up to 4,800 x 4,800 dpi COMPATIBILITY TWAIN, WIA, ICDM, SANE (Linux) SCAN DEPTH Mono: 8 bit / Color: 48 bit Email, SMB, FTP, PC, WSD, Box, Cloud Services, OCR GENERAL FEATURES MORILITY Google Cloud Print, Apple Airprint, Android Mobile		Less than 6.5 seconds	
SCAN SCAN TYPE SCAN SPEED Duplex: up to 80 ipm / Simplex: up to 80 ipm RESOLUTION Up to 4,800 x 4,800 dpi COMPATIBILITY TWAIN, WIA, ICDM, SANE (Linux) SCAN DEPTH Mono: 8 bit / Color: 48 bit Email, SMB, FTP, PC, WSD, Box, Cloud Services, OCR GENERAL FEATURES MORILITY Google Cloud Print, Apple Airprint, Android Mobile	DUPLEX	Automatic	
SCAN TYPE SCAN SPEED Duplex: up to 80 ipm / Simplex: up to 80 ipm RESOLUTION Up to 4,800 x 4,800 dpi COMPATIBILITY TWAIN, WIA, ICDM, SANE (Linux) SCAN DEPTH Mono: 8 bit / Color: 48 bit Email, SMB, FTP, PC, WSD, Box, Cloud Services, OCR GENERAL FEATURES MORILITY Google Cloud Print, Apple Airprint, Android Mobile	EMULATION	PCL 5e, PCL 6, PostScript 3, PDF	
SCAN SPEED Duplex: up to 80 ipm / Simplex: up to 80 ipm RESOLUTION Up to 4,800 x 4,800 dpi COMPATIBILITY TWAIN, WIA, ICDM, SANE (Linux) Mono: 8 bit / Color: 48 bit SCAN TO Email, SMB, FTP, PC, WSD, Box, Cloud Services, OCR GENERAL FEATURES MORILITY Google Cloud Print, Apple Airprint, Android Mobile	SCAN		
RESOLUTION 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 GENERAL FEATURES MORILITY Google Cloud Print, Apple Airprint, Android Mobile	SCAN TYPE	Full color scan	
COMPATIBILITY SCAN DEPTH Mono: 8 bit / Color: 48 bit SCAN TO GENERAL FEATURES MORILITY Google Cloud Print, Apple Airprint, Android Mobile	SCAN SPEED	Duplex: up to 80 ipm / Simplex: up to 80 ipm	
SCAN DEPTH Mono: 8 bit / Color: 48 bit SCAN TO Email, SMB, FTP, PC, WSD, Box, Cloud Services, OCR GENERAL FEATURES MORILITY Google Cloud Print, Apple Airprint, Android Mobile	RESOLUTION		
SCAN TO Email, SMB, FTP, PC, WSD, Box, Cloud Services, OCR GENERAL FEATURES MORILITY Google Cloud Print, Apple Airprint, Android Mobile			
GENERAL FEATURES MORILITY Google Cloud Print, Apple Airprint, Android Mobile	SCAN DEPTH		
MORILITY Google Cloud Print, Apple Airprint, Android Mobile	SCAN TO		
	GENERAL FEATURES		
	MOBILITY		

PROCESSOR	Dual Core 1 GHz minimum or higher	
MEMORY (RAM)	2 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 (NWE001X)	NFC
DISPLAY	10.1" in color touchscreen with easy to read interfor higher	ace
MONTHLY DUTY CYCLE	Up to 200,000 pages per month	
TRAY CAPACITY	Minimum 500 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 **Php0.85 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 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 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/her 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.
- 9.8. 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.

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 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 **CONTRACTOR** shall make such inspections, adjustments 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.

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