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1. BACKGROUND INFORMATION

1.1. Partner country

Not applicable (N/A)

1.2. Contracting authority

The Kosovo Specialists Chambers (KSC) and the Specialist Prosecutor's Office (SPO).

1.3. Country background

N/A

1.4. Current situation in the sector

KSC and SPO each have one open network with internet access. In addition, SPO has an additional closed network without internet access. As such, contractor shall furnish managed printer services on 3 different networks.

There are currently 350-400 users present in KSC and 120-150 in SPO. Although both organisations are digitalized, a large printing capacity is still necessary.

This is a joint KSC and SPO contract, where invoicing shall be kept separately, and the overall budgetary responsibility will lie with the KSC-ITSU.

The respective institutions have a requirement for - each their own but same - an in-house printing, scanning, OCR and photocopying solution ['Managed Printing Services'] that is comprehensive, flexible and secure. As such, the institutions plan enter together into a shared 'Managed Printing Services' contract.

1.5. Related programmes and other donor activities

N/A

2. OBJECTIVES & EXPECTED OUTPUTS

2.1. Overall objective

The overall objective of this framework contract (FWC) is to provide Managed Print Services for the Specialist Prosecutor's Office and The Kosovo Specialist Chambers through multifunctional devices with sufficiently high uptime/availability.

2.2 Specific objective(s)

The purpose of this FWC contract is to allow continuous capability for SPO and KSC staff to print, scan, OCR and copy documents on their respective networks, through the provision of all necessary equipment, maintenance and repair (regular and emergency), upkeep, consumables and spare parts, as well as print management software that tracks, controls, monitors and reports all activities of KSC and SPO printer, scanner and photocopier devices are specified under these Terms of Reference and Technical Specifications.

To keep printers and MFP's, of KSC and SPO, as specified below, in excellent working condition to ensure a minimum uptime per device.

2.3 Expected outputs to be achieved by the contractor

The expected outputs of this contract are as follows:

- Supply, service, maintenance and repair of printers and MFP's.
- Supply of all consumables and spare parts for the printers and MFP's.
- "Move, Add, Change, Dispose" (MACD) services.
- Standardization of printer, scanner and photocopier services and devices.
- Secure, confidential and flexible printing with a "follow me" option.
- Integration with Windows based IT infrastructure (AD, SSO, mail and file sharing)
- Centralized management and continuous health monitoring.
- Automatic OCR that does NOT delay or block current or subsequent users in printing, copying, or scanning.

The above must be delivered without making use of cloud services.

All of the above objectives have to be offered in a price "per device per month" (PPDPM) and a price "per impression" (PPI) (price including all consumables, spare parts and services). There should be one "per device" price per device class. There should be one "per impression" price for black and white impressions and one "per impression" price for colour impressions.

3. ASSUMPTIONS & RISKS

3.1. Assumptions underlying the project

N/A

3.2. Risks

- Contractor cannot separate administration between KSC and SPO.
- Contractor cannot offer a single invoice per institution.
- Contractor cannot handle SPO's closed network, which has no internet connections.
- OCR is slowing down other printing, copying, and scanning jobs, causing disruption in business activities of KSC and SPO.
- Printing repairs and/or servicing cannot be provided within the agreed SLAs.
- Devices are not insured against malfunctioning beyond repair.

4. SCOPE OF THE WORK

4.1. General

Project description

The quantity of total devices in the Contractor's fleet placed within the Contracting Authority's premises is outlined in the below table. The table indicates current number of devices within the SPO and KSC (the numbers are for referencing purposes only). A real number will be indicated in the Order Form that will follow after the contract signature. The quantities should not differ considerably.

No.	Model	Qty KSC	Qty SPO
1	Type 1a) - Colour Multifunction Printer/Copier/Scanner device meeting or exceeding the technical specifications shown for “Regular MFP Colour”.	17	0
2	Type 1b) - Colour Multifunction Printer/Copier/Scanner device meeting or exceeding the technical specifications shown for “Regular MFP Colour”.	0	6
3	Type 2 - Colour Multifunction Printer/Copier/Scanner device meeting or exceeding the technical specifications shown for “High-Speed High-Quality MFP Colour”.	1	2
4	Type 3 - Black and White (Monochrome) Desktop Printer device meeting or exceeding the technical specifications shown for “Small Desktop Printer”.	13	0
5	Type 4 - Dedicated Scanning Station meeting or exceeding the technical specifications shown for “Scanning Station”.	2	0

The Contractor will provide the complete set of services for the above-mentioned devices:

- Installing, relocating and removing within SPO and KSC premises (both in Raamweg, The Hague and in the KSC Detention Facility in Scheveningen, satellite office).
- Proactive maintenance, as indicated by the device manufacturer and industry best practices
- Reactive maintenance and repair/replacement as needed, in order to meet the Availability Targets.
- Timely and on-premise provision of consumables.
- Timely provision of spare parts.
- Availability tracking, printing accounting, and invoicing in a quantifiable and measurable manner.
- Integration with mail and file server systems.

Consumption scenario

- Number of Printers as indicated in the table above
- KSC - 69.200 A4 Color and 44.900 A4 Black and White (BW) per month.
- SPO - 24.350 A4 Black and White (BW) and 19.500 A4 Color per month.

Detailed Service Specifications:

1. Each device shall meet or exceed the technical specifications provided for its type, as per the attached Technical Specifications.
2. SPO uses PaperCut for printer management and all devices delivered to SPO shall function and be manageable within PaperCut.
3. The Contractor shall supply a “Follow-Me” (“Pull”) printing solution integrated with all devices mentioned in the table in section 4.1.1 above, except for the Type-3 devices.
4. The “Follow-Me” solution shall allow users to print to a secure “printing queue” and pull the document from any of the devices within their domain, by presenting the KSC ID card. The KSC ID card will conform to MIFARE DESFire® EV1 based on open global

standards for both air interface and cryptographic methods. It is compliant to all 4 levels of ISO/IEC 14443A and uses optional ISO/IEC 7816-4 commands.

5. The “Follow-Me” solution shall provide different secure “printing queues” for each of the separate networks. Printing queues shall only be available to users within the same network. Printing queues shall not divulge document names to other users.
6. The integrated solution of devices and “Follow-Me” system shall support integration with Microsoft Active Directory and SSO.
7. The Contractor shall provide a common, user friendly, management console capable of managing all devices across different Active Directory domains. This tool shall enable access, configuration and managing of all devices. The system shall be restricted to selected users.
8. The Contractor shall provide a management console capable of managing the “Follow-Me” system across different Active Directory domains.
9. The integrated solution shall allow direct connections to specific printer queues as necessary but not as a default.
10. The Contractor shall ensure no device has unsecured Telnet enabled. In case the solution has Telnet available on any device, the Contractor shall ensure it is disabled.
11. Any internal data storage on the devices shall be encrypted to a minimum of 256-bit Advanced Encryption Standard (AES).
12. Administrative functions available on devices shall be made available only to authorized KSC and SPO staff members. Authorization shall be configurable by KSC and SPO staff.
13. Hard drives and memory modules remaining in devices due to be returned to the Contractor, either resulting from a faulty machine or following contract expiry, shall be removed by the Contractor, on KSC premises, and shall remain the property of the KSC, unless wiped on-site by the Contractor. Encrypted hard drives and memory modules are excluded from this requirement.
14. The Contractor should present a plan for firmware and driver updates to patch security issues as they arise.
15. The Contractor shall ensure that all passwords, managed by the Contractor, in the devices, have been changed by the Contractor from their original manufacturing default values to a value exclusive to KSC and SPO.
16. All devices of a devices type shall be of the same brand and model, and shall have a friendly user interface. The Contractor can offer a different brand for each type of device when such device is beyond its end-of-sale. However, within each individual group there shall be only 2 different types at max.
17. The Contractor shall only provide devices which can be interfaced to the KSC and SPO IT infrastructures and allow printing from desktop computers and scanning integration with KSC and SPO file servers and email services. The Contractor will work with KSC and SPO staff to ensure the units are correctly integrated into the KSC and SPO IT infrastructures.
18. All Type-1 and Type-2 devices shall have capability for Optical Character Recognition (OCR), converting patterns found in a digital image of a page of text into text characters and saving them in a searchable PDF format. OCR capability shall include the ability to read English language and all OCR processing shall occur within the device itself or delegated to a system under the control of the Contracting Authority, without Internet

access. OCR shall not slow down or interfere with other printing, scanning, or copying jobs.

19. Where OCR is measurably slowing down or decreasing printer availability, Contractor shall cater for a central & enterprise class OCR solution, free of charge.
20. All Type-1 and Type-2 devices shall be capable of electronic sending of PDF files that can optionally be protected by encryption and password.
21. No operation or service/maintenance task to be performed on the devices shall rely on or require an Internet connection.
22. The Contractor shall provide user and administration manuals in English language, in electronic format, for the installed devices.
23. The Contractor shall provide all consumables for the devices such as toners, staple kits, dry imagers, dry inks, developers and/or fuser agents, as part of the solution.
24. Each, printing and/or scanning device deployed at KSC and SPO, shall meet the Device Availability Target [see H8.1] for any two (2) consecutive months in the contract period. Any work required by the Contractor to meet this performance uptime is covered in these Terms of Reference.
25. The printing system shall meet or exceed common criteria ISO/IEC 15408 for Type 1 and Type 2.
26. The devices shall be configured to allow only the minimum management and services protocols that are necessary for their operation. All Transport and Network layer protocols except TCP/IP shall be disabled and embedded web servers shall only use HTTPS.
27. The KSC and SPO will accept used devices and OEM parts (i.e. second-hand) as long the availability targets are met. Any such used devices offered, however, shall be in, or have been reconditioned, refurbished, or remanufactured to be in maximum operational, current systems compatible and proper appearance condition, be less than three (3) years old and have a minimum of 75% operational usage of its total technical life span remaining.
28. Supply, delivery, installation, testing, commissioning, relocation and removal of all devices shall be included within the offer.

4.1.2 Geographical area to be covered

The Hague (The Netherlands).

4.1.3 Target groups

N/A

4.2. Specific work

Delivery, Installing and Removing

During the contract period there is a possibility that some devices may *occasionally* need to be relocated to another room and/or another network within the SPO or KSC.

The Contractor commissions the units within 30 calendar days after receiving the signed Order Form. Any subsequent units shall be delivered in 5 days after the signed Order Form.

Upon termination of the contract, the Contractor will remove the devices and the unused consumables from SPO and KSC premises within 5 working days.

All packaging materials will be removed by the Contractor and the site will be left clean and tidy.

Training

The Contractor shall provide 2 sessions of training (in English) to SPO CIS Team and to KSC ITSU to enable them to remedy simple and common faults and tasks such as clearance of paper jams, toner and staples replacement, settings for the system and general use of the devices. This will be conducted on the KSC and SPO premises within 10 days of the initial units being deployed. The Contractor shall provide user and administration manuals in English language, in electronic format, for the 4 types of devices.

Deployment over networks

The devices shall be installed and managed on two SPO networks and on a single KSC network. The devices will be split between the two SPO networks as needed.

The Contractor will work with the SPO & KSC IT Teams to ensure the devices are correctly integrated into the SPO IT and KSC IT infrastructures.

Service and maintenance

The Contractor shall make available a support request mechanism allowing the KSC and SPO to initiate support requests. The Contractor shall provide support for administrators by either web-online support, telephone or e-mail.

The maintenance and repairs shall be performed on-premise by a qualified technician within the time period defined in the Device Availability Target.

The Contractor will ensure on-site response time within one (1) working day at the KSC and SPO headquarters in the Netherlands.

The Contractor will ensure on-site response time within one (1) working day at the KSC detention facility in The Hague (subject to security access control procedures which should last approximately 30 minutes per visit).

Consumables and Spare Parts

The Contractor shall autonomously ensure that there is a stock of consumables on-premise which will be sufficient for at least one month of projected usage, based on reported monthly impressions. If any type of consumable is running low, the Contractor shall provide additional stock within four working days upon receiving a notice.

The used consumables and the replaced spare parts (with the exception of the internal hard drives and memory modules) will be picked-up by the Contractor for proper disposal or recycling.

Acceptance, Invoicing & Usage tracking

Acceptance of the solution shall be determined per service availability, after the printing service is available for KSC/SPO, and devices are fully functional and correctly integrated into the SPO or KSC networks. The invoicing period per device starts from the moment of service acceptance. The Contractor shall post-factum invoice the KSC and SPO each month or quarter based on “per device” and “per impression” costs.

The “per impression” cost shall be based on the number of impressions in the invoicing period. The SPO and KSC shall submit [or make accessible where applicable] meter readings (number of impressions) to the Contractor within 5 working days from the beginning of each invoicing period. Alternatively, the SPO and/or KSC can support automated meter readings on networks, but only on those networks with an internet connection. Contractor shall arrange for alternative meter reading on the [1] network without an internet connection.

The Contractor can check the meter readings provided by SPO and KSC when on-premise. In case of discrepancies, the Contractor shall provide an additional invoice within one week from the on-premise visit, or credit the amount in the next invoice.

For invoicing purposes, device availability is counted in whole working days.

Contractor can invoice both KSC and SPO in one invoice but shall distinguish clearly between all costs for KSC and costs for SPO, with a breakdown of usage per device

Impressions and settings

For the purpose of this contract an impression shall be defined as one side of a sheet of paper that contains toner, i.e. double-sided prints equal two impressions. Only printed pages shall be counted regardless of the number of sheets processed by the print engine of any device on a page. An impression shall be counted as colour if colour toner is used, otherwise the impression is black and white.

The default setting shall ordinarily be configured for “double sided” input/output, “BW print”, medium quality, and “toner-saver”.

4.3. Project management

4.3.1 Responsible body

The administration and management of the project will be overseen by the KSC. The Budget Holder is the Head of IT Services Unit.

The SPO and KSC will appoint both a Project Manager.

SPO and KSC IT teams are called internally:

- SPO-CIS
- KSC-ITSU

4.3.2 Management structure

The SPO and KSC will appoint both a Project Manager responsible for the printing service in their respective environments.

The Contractor will provide a single point of contact for the KSC-ITSU and SPO-CIS.

4.3.3 Facilities to be provided by the contracting authority and/or other parties

During workday hours (as indicated in section 8.1), KSC and SPO will provide physical access to the devices for the Contractor whenever and wherever necessary for the Contractor to fulfil their obligations. If KSC and SPO are unable to provide such access, for instance due to operational activities, the availability targets (defined in section 8.1 below) will be paused until such time as KSC or SPO can provide access.

Contractor personnel shall be escorted when on premise. Visiting personnel need to be announced with their name, by the Contractor or their named Point of Contact, and scheduling agreed with the SPO at least one full working day in advance so that visitor passes can be provided.

When the contractor needs to perform activities in the KSC Detention Facility, they have to be aware that there is a 30-minute check-in and a 30-minute check-out process that need to be performed. Additionally, any equipment that has to be brought must be announced one day in advance.

5. LOGISTICS AND TIMING

5.1. Location

The Hague (The Netherlands).

5.2. Start date & period of implementation

The start date is the date of signature by both parties – indicatively 10 January 2024. Any contract resulting from this tender procedure will take the form of a Framework Contract and its implementation will be done through Order Forms.

The period of implementation of each Order Form shall correspond to the timelines laid down in the contract documents.

Any contract resulting from this tender procedure will be concluded for a period of 24 months starting from the date of its signature by both the Contracting Authority and the Contractor, and can be extended up to two times for another 12 months, each.

6. REQUIREMENTS

6.1. Personnel

The Contractor must have at least 3 full-time certified engineers (attested by relevant certificates from the devices manufacturer(s)) employed and available to participate as necessary.

6.1.1 Key experts

N/A

6.1.2 Non-key experts

N/A

6.1.3 Support staff & backstopping

N/A

6.2. Office accommodation

N/A

6.3. Facilities to be provided by the contractor

N/A

6.4. Equipment

The Contractor must be in possession of all necessary equipment and tools to perform all required services. The Contractor shall wear Company clothing clearly stating the company name and/or logo when on-premise.

The Contractor must bring valid ID when coming to the premises.

6.5. Incidental expenditure

The provision for incidental expenditure covers ancillary and exceptional eligible expenditure incurred under this contract. It cannot be used for costs that should be covered by the Contractor as part of the Contractor's fee rates, which are all-inclusive¹ unless explicitly mentioned otherwise in Annex V to the contract. The use of the incidental expenditure is governed by the provisions in the General Conditions and the notes in Annex V to the contract. It covers:

- Unforeseen repairs incurred during the execution of the contract.

The provision for incidental expenditure for this contract is 10,000.00EUR. This amount must be included unchanged in the budget breakdown.

¹ i.e. Fee rates include all costs arising from executing the contract. This includes, among others, all expected costs of travel needed in order to perform the services covered by the contract.

6.6. Lump sums

No lumpsums are foreseen for this contract.

6.7. Expenditure verification

N/A

7. REPORTS

7.1. Reporting requirements

The reports must be submitted to the Project Managers identified in the contract. The Contractor will submit all reports electronically, in English, in one original.

7.2. Submission & approval of reports

Site visit report

The Contractor is required to submit a site visit report after each on-premises visit for service, maintenance or repairs, which will include, at a minimum:

- Device model, serial number
- Problem statement / type of preventive maintenance
- Activities performed
- Results achieved
- Response time - Time to recovery (the time elapsed since the error was reported until the device is operational again)
- Signature of the Contractor's engineer

Consumables/spare parts report

The Contractor is required to submit a consumables/spare parts report as needed, but at least quarterly, which will include, at a minimum:

- Per type of consumable/spare part:
 - quantities requested by the SPO and KSC
 - quantities delivered by the Contractor

Availability report

The Contractor is required to submit a service availability report at the end of each invoicing period, which will include, at a minimum:

- Per device availability, and overall service availability, as defined in the section 8.1
- Number and type of faults identified since the last report.
- Summary of site visits during the periods.

The Contractor shall submit the availability report within 5 working days from the end of each invoicing period. The report shall be submitted to each project manager for KSC and SPO, and include only the data for the devices deployed at each entity.

The report is to be approved by the relevant Project Manager within 5 working days from the date when the report was received.

If there are differences in the uptime reported by the Contractor and the uptime counted by KSC or SPO, these will be communicated by the relevant Project Manager within 7 working days from the date when the report was received. The Contractor and KSC/SPO must mutually agree on how to reconcile the differences.

8. MONITORING AND EVALUATION

8.1. Definition of indicators

Working days are defined as all days from Monday through Friday, except for any official KSC/SPO holidays.

Working hours are defined as hours running from 08:00h to 18:00h (Amsterdam time).

Device Availability Target is defined as an undisrupted and fully functional uptime of 98% measured between 08:00h and 18:00h (Amsterdam time).

Severity Level One includes all defects which prevent normal day to day **printing functionality** of a device including, but not limited to, printing failures, network card errors, lack of consumables. The service level target for resolving of this is the end of the next working day following receipt of notification of a problem by the Contractor.

Severity Level Two includes any defect which impairs the device but does not affect the normal day to day **printing functionality** of the device including, but not limited to, scanning failures, card reader errors, etc. The service level target for resolving of this is 2 working days following receipt of notification of a problem by the Contractor.

Corrective measures

For KSC and SPO separately:

If (i) a device with a Severity Level One problem is unavailable for more than 2 working days or (ii) a specific device consistently fails with more than 1 Severity Level One problems or 3 Severity Two problems reported within any two months period, then that device shall be serviced on-site. The device shall be serviced by the Contractor within 3 working days after having received the Severity report that exceeds the aforementioned threshold, at no extra cost for the Contracting Authority.

If (i) a device with a Severity Level One problem is unavailable for more than 4 working days or (ii) a specific device consistently fails (more than 3 Severity Level One problems or 5 Severity Two problems reported within any two months period), then that device shall be replaced. The device shall be replaced by the Contractor within 6 working days after having received the Severity report, at no extra cost for the Contracting Authority.

The replacement devices should be of equal or greater performance specifications. If the specific brand/model is not available, then the Contractor and SPO/KSC must mutually agree on the change of device. The prices “per device” for the replacement devices shall be the same or lower than the previous device.

If more than 2 devices are simultaneously unavailable with a Severity Level One problem for more than 1 working days, Contractor shall dispatch a service engineer next business day.

If (i) a device with a Severity Level One problem is unavailable for more than 5 working days, the device shall be excluded from the monthly rental from the day the Severity Level One problem was reported. The rental cost shall be calculated pro rata

8.2. Special requirements

The KSC and SPO are secured environments where parties with a conflict of interest share printing services. Where the service rendered under this contract cause or are likely the attribute to an information security incident, Contractor shall ensure – free of charge - adequate and direct support for the incident investigation.

Where the service rendered under this contract causes multiple information security incident, or where security measures part of the service rendered under this contract fail multiple times, KSC/SPO can terminate the contract, free of charge.