

TERMS OF REFERENCE

Lease of ICT Equipment for OPCD Personnel

Approved Budget for the Contract: Php 700,000.00

I. BACKGROUND The Office of Public and Cultural Diplomacy – Cultural Diplomacy Division (OPCD-CDD) intends to lease twelve (12) sets of desktop computers for the official use of OPCD personnel for FY 2023.	
II. OBJECTIVE Lease of twelve (12) sets of desktop units for the official use of OPCD.	
III. TECHNICAL SPECIFICATIONS 1. The Contractor should possess the following qualifications: <ul style="list-style-type: none">• Valid PhilGEPS Registration Number or Certificate of Platinum Membership• Copy of current Mayor’s Permit• Copy of BIR Certificate of Registration• Copy of latest Income Tax Return 2. Particulars: Five (5) units with the following specifications: <ul style="list-style-type: none">o Processor: max frequency up to 5.3 GHz, with 8 cores, 14nm technology of central processing unit ddr4 up to 2300 memoryo 2x8GB 2666MHZo 512GB SSD NVMeo 4GB GPUo IPS 144HZ (2560 X 1440) 144 HZ QHDo Keyboard/Mouse: USB Wired Keyboard and Wired Mouseo Latest Operating System not older than 2019-2021 with latest office suite suitable for Office/Home Student use not older than 2019 versiono WIFI Receivero Speakero Installation and Configuration of systems (preparation and set up of the workstations including software)o Full HD webcam 1080po Quantity: Five (5)	Statement of Compliance

Seven (7) units with the following specifications:

- o Processor: max frequency up to 5.3 GHz, with 8 cores, 14nm technology of central processing unit ddr4 up to 2300 memory
- o 2x8GB 2666MHZ
- o 512GB SSD NVMe
- o Keyboard/Mouse: USB Wired Keyboard and Wired Mouse
- o Latest Operating System not older than 2019-2021 with latest office suite suitable for Office/Home Student use not older than 2019 version
- o Headset
- o WIFI Receiver
- o Speaker
- o Installation and Configuration of systems (preparation and set up of the workstations including software)
- o Quantity: Seven (7)

IV. WARRANTY

1. All equipment shall be covered by a warranty on parts and labor for the duration of lease at the sole expense of the contractor;
2. Defective unit shall be fixed or be replaced within five (5) working days commencing from the day the defect has been reported to the contractor by the end-user.
3. In the event that the repair of the defective unit will take longer than five (5) working days, the contractor shall provide a temporary replacement unit of equal capabilities and features as the item to be repaired. No lease equipment shall be pulled out without the prior consent and presence of DFA's authorized representative. In case of delivery of replacement, end-user's acceptance shall be secured in writing.

V. CONFIDENTIALITY

1. The Contractor shall ensure that each of its personnel assigned to provide support service for the Lease of twelve (12) sets of Desktops shall be required to sign a Non-Disclosure Agreement which is to be submitted to the DFA before the commencement of the lease agreement. The Contractor shall be responsible for any breach committed by its personnel, officers, agents, and representatives.

<ol style="list-style-type: none"> 2. The Contractor shall not disclose any information accessed or otherwise obtained in relation to its provision of services under this Agreement without the prior consent of DFA. 3. The Contractor shall immediately inform the DFA of any information relating to any known or suspected breach attack, or threats and other forms of cyber threats and activities against it in relation to the DFA's use of the leased equipment or maintenance thereof, and assist the DFA in undertaking appropriate actions against the same. 4. Upon return or replacement of lease desktop units, the Contractor shall allow the DFA to conduct a reformatting of the hard disk to avoid leak of information after the expiration of the lease agreement. 5. The Lease shall be covered by the Data Privacy Act and relevant rules and regulations of the DFA. This provision shall be effective for the duration of lease and shall survive the termination of this Agreement. Failure to comply with the confidentiality clause shall be subject to penalties as provided in Republic Act No. 10173 – Data Privacy Act of 2012 and all other relevant rules and regulations. 	
<p>VI. DURATION</p> <ol style="list-style-type: none"> 1. The lease period shall be from 01 April 2023 to 31 December 2023. 	
<p>VII. PAYMENT SCHEME</p> <ol style="list-style-type: none"> 1. Payment shall be on a quarterly basis commencing on the date the contract of lease is to take effect. Three (3) tranches of payment at the end of each quarter. 2. The Contractor shall be paid with thirty (30) working days upon the delivery and installation of the ICT equipment subject of the lease and satisfactorily accepted by the representatives of the DFA. The Contractor shall indicate its official account bank details in the official invoice. Payments shall be made through List of Due and Demandable Accounts Payable (LDDAP). 3. All payments shall be inclusive of all applicable taxes and other lawful charges. Failure to comply with the Terms and Conditions of the Contract will result in the Payment of corresponding penalties/ liquidated damages based on the Contract Price. 	

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Note:

Bidder must state compliance to each provisions in the Terms of Reference/ Technical Specifications, as well as to the Schedule to Requirements. The **STATEMENT OF COMPLIANCE** must be signed by the authorized representative of the Bidder, with proof of authority to sign and submit the bid for in behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have authority to sign for and in behalf of the partners to the joint venture.

CONFORME:

Name and Signature: _____

Position: _____

Company Name: _____

Date: _____