

TERMS OF REFERENCE

OFFICE : **Office of Cultural Diplomacy**
PROJECT : **Lease of ICT Equipment for Personnel**
APPROVED BUDGET : **Php 1,000,000.00**

I	<p>BACKGROUND</p> <p>The Office of Cultural Diplomacy (OCD) intends to lease Ten (10) sets of desktop computers for the official use of OCD personnel for FY 2025.</p>	Statement of Compliance
II	<p>OBJECTIVE</p> <p>Lease of desktop computer package for the official use of the Office of Cultural Diplomacy personnel.</p>	
III	<p>TECHNICAL SPECIFICATIONS</p> <p>1. PARTICULARS:</p> <ul style="list-style-type: none"> ● Processor: Max frequency up to 5.3 Ghz with 8 cores, 16 threads, Standard I/O Ports-HDMI, LAN ports, Audio jacks USB 3.2 Gen 2 Type A ● Storage: 512GB SSD ● Memory: 2x16 GB 3200 MGZ ● Graphics: 1650 4GB ● Monitor: 27" 144HZ Monitor ● Headset: wired 3220 Headset ● Keyboard/Mouse: USB Wired Keyboard & Mouse ● The latest Operating System (not older than 2021) with the newest office suite compatible with Office/Home Student use and also not older than 2021 version ● WIFI Receiver ● Speaker ● Installation and Configuration of systems (preparation and set up of the workstations including software) ● Full HD Webcam 1080p <p>2. QUANTITY:</p> <p style="text-align: center;">Ten (10)</p>	

IV	TERMS AND CONDITIONS WARRANTY <ol style="list-style-type: none">1. All equipment shall be covered by a warranty on parts and labor for the duration of the lease at the sole expense of the contractor;2. The 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; and3. If 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 DFA's authorized representative's prior consent and presence. The end-user's acceptance shall be secured in writing in case of delivery replacement.	
	CONFIDENTIALITY <ol style="list-style-type: none">1. The Contractor shall ensure that each of its personnel assigned to provide support service for the Lease of Ten (10) sets of desktop units 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;2. The Contractor shall not disclose any information accessed or otherwise obtained concerning its provision of services under this Agreement without prior consent of the 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 concerning 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; and5. 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 the 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>DURATION AND DELIVERY</p> <ol style="list-style-type: none"> 1. The lease period shall be from 01 March 2025 to 31 December 2025; 2. The Contractor shall deliver, set up, and configure the ICT equipment, their peripherals, software, and operating systems within fifteen (15 days) from the receipt of the Notice to Proceed (NTP); 3. Goods/Services supplied and delivered shall be subject to the usual inspection by the Department's Internal Auditor or duly authorized representative; and 4. All deliveries shall be made with one (1) day prior notice to the DFA-OCD from Monday to Friday, 8:00 am to 5:00 pm 	
	<p>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. Payment shall be in three (3) tranches, particularly, 40% of the total contract price for the first tranche, 30% of the total contract price for the second tranche, and 30% of the total contract price for the third and last tranche; 2. The Contractor shall be paid (for the first tranche) within thirty (30) working days upon the delivery and installation of the ICT equipment subject to satisfactory acceptance by the end user/DFA representative. The Contractor shall indicate its official account bank details in the official invoice. Payments shall be made through the 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; and 4. Payment will only be effected by strict compliance with the usual prescribed accounting and auditing requirements. 	
<p>V</p>	<p>BIDDER QUALIFICATIONS</p> <p>Must be PhilGEPS member and provide the following documentary requirements upon submission of quotation:</p> <ol style="list-style-type: none"> 1. Proposal and Quotation 2. Copy of Valid PhilGEPS Registration 3. Copy of Valid BIR Registration 	

	4. Copy of current Income Tax Return (ITR) 5. Copy of Company Profile 6. Copy of Valid Business/Mayor's Permit	
	<p>Note:</p> <ol style="list-style-type: none"> 1. Bidders must state compliance to each provision in the TERMS OF REFERENCE/Technical Specifications, as well as to the Schedule of 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 on behalf of the bidder concerned. If the Bidder is a joint venture, the representative must have the authority to sign for and on behalf of the partners to the joint venture; 2. Bidder should submit its quotation on their company letterhead signed by the authorized signatory of the company; 3. Formal Quotations submitted to this office will be considered a final offer. If the price is acceptable, a properly accomplished and approved Purchase Order or Job Order will be served to the supplier/contractor; 4. The Department hereby reserves the right to reject any/all offers; and accept any/all offers it may consider most economical and advantageous to the Government; 5. The validity of Price Quotation is sixty (60) days; and 6. Deadline for Submission of Quotation: _____ 	

CONFORME:

Name and Signature: _____

Position: _____

Company Name: _____

Date: _____