

# TERMS OF REFERENCE

## Lease of Desktop Computer for the Office of Public Diplomacy

Approved Budget for the Contract (ABC): **Php 480,000.00**

### I. BACKGROUND

The Office of Public Diplomacy (OPD) intends to lease Ten (10) sets of desktop computers for the official use of OPD personnel for FY 2025.

### II. OBJECTIVE

Lease of Desktop Computer Package for the official use of the Office of Public Diplomacy personnel.

### III. TECHNICAL SPECIFICATION

1. Particulars:

**Quantity: TEN (10) Sets**

- Processor: Max frequency up to 5.3 Ghz with 8 cores 16 threads, Standard I/O Ports-HDMI, LAN ports, Audio jacks USB3.2 Gen 2 Type A
- Storage: 512GB SSD
- Memory: 2 X 16 GB 3200 MGZ
- Graphics: 1650 4GB
- Monitor 27" 144HZ Monitor
- Headset: wired 3220 Headset
- Keyboard/Mouse: USB Wired Keyboard & Mouse
- Latest Operating System not older than 2021 with latest office suite suitable for Office/Home Student use 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
- Windows 11 Pro (compatible with the Department's security requirements)
- Microsoft Office Pro 2021 (compatible with existing documents)

Statement of Compliance

<b>TERMS AND CONDITION</b>	
<b>IV. WARRANTY</b>  <ol style="list-style-type: none"><li>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,</li><li>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.</li><li>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.</li></ol>	
<b>V. CONFIDENTIALITY</b>  <ol style="list-style-type: none"><li>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.</li><li>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.</li><li>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.</li><li>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.</li></ol>	

<p>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>	
<p><b>VI. DURATION AND DELIVERY</b></p> <ol style="list-style-type: none"> <li>1. The lease period shall be from <b>01 March 2025 to 31 December 2025</b>.</li> <li>2. The Contractor shall deliver, setup and configure the ICT equipment, their peripherals, software and operating systems within fifteen (15) days from receipt of the Notice to Proceed (NTP).</li> <li>3. Goods/Services supplied and delivered shall be subject to the usual inspection by the Department's Internal Auditor or duly authorized representative.</li> <li>4. All deliveries shall be made with one (1) day prior notice to the DFA-OPD from Monday to Friday, 8:00 am to 5:00 pm.</li> <li>5. Delivery of goods/services at DFA-OPD, 6<sup>th</sup> Floor at DFA temporary site located at DoubleDragon Tower, DD Meridian Park, EDSA Extension Bay Area, Pasay City, Metro Manila.</li> </ol>	
<p><b>VII. PAYMENT SCHEME</b></p> <ol style="list-style-type: none"> <li>1. Payment shall be as agreed upon in the Memorandum of Agreement commencing on the date the contract of lease is to take effect.</li> <li>2. The Contractor shall be paid within 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).</li> <li>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.</li> <li>4. Payment will only be effected by strict compliance with the usual prescribed accounting and auditing requirements.</li> </ol>	

<p><b>VIII. Bidders Qualifications</b></p>	
<p>Must be PhilGEPS member and provide the following documentary requirements upon submission of quotation:</p> <ul style="list-style-type: none"> <li>- Proof of PhilGEPS registration;</li> <li>- Copy of current Mayor's Permit;</li> <li>- Copy of BIR Certification Registration;</li> <li>- Copy of latest Income Tax Return</li> </ul>	
<p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. Bidder must state compliance to each provisions 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 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.</li> <li>2. Bidder should submit its quotation in their company letterhead signed by the authorized signatory of the company</li> <li>3. Formal Quotations submitted to this office will be considered final offer. In the event that the price is acceptable, a properly accomplished and approved Purchase Order or Job Order will be served to the supplier/contractor.</li> <li>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.</li> <li>5. Validity of Price Quotation provided is 60 days</li> <li>6. Deadline for Submission of Quotation: _____ February 2024 at 12:00 Noon.</li> </ol>	

**CONFORME:**

Name and Signature: \_\_\_\_\_  
Position : \_\_\_\_\_  
Company Name : \_\_\_\_\_  
Date : \_\_\_\_\_