

TERMS OF REFERENCE

Procurement of ICT Repair and Maintenance – General Services for the Main Office

The Energy Regulatory Commission (ERC) intends to engage the services of a Contractor, as IT Support team, duly authorized and with the necessary expertise, experience, and capacity to maintain the computer networks of all types of organizations, providing technical support and ensuring that the whole agency's IT operations run smoothly, to monitor and maintain the agency's computer systems, to install and configure hardware and software, and to solve technical problems, with the following detailed requirements:

I. PROJECT COVERAGE

The scope of services covers comprehensive maintenance services, which include the following:

1. Provision of resources and service units; and
2. Preventive maintenance services.

II. CONTRACT PERIOD

The contract period shall be from 01 January 2021 to 31 December 2021. The contract to be awarded shall correspondingly be adjusted to cover only the remaining period, and payment shall be made only for the services actually rendered by the Contractor during the said period.

III. APPROVED BUDGET FOR THE CONTRACT

1. Fund for this engagement shall be sourced from the GAA 2021.
2. The ABC for the project is **One Million Two Hundred Thousand Pesos (PhP1,200,00.00)**, inclusive of all applicable government taxes, other fees and charges

IV. MODE OF PROCUREMENT

The Procurement of ICT Repair and Maintenance – General Services for the Main Office (Project) shall be undertaken through Competitive Bidding pursuant to RA No. 9184 and its 2016 Revised IRR.

V. QUALIFICATIONS

The Contractor should have the necessary eligibility, experience and expertise in providing the *ICT Repair and Maintenance, to wit:*

A. Expertise Requirements

The three (3) preferably male computer technicians to be provided by the Contractor must be compliant with the following qualifications:

1. Be a graduate of any IT college degree courses or two (2) - year Computer System / Technology - related courses;
2. Have at least two (2) years actual experience (after graduation) in conducting computer preventive maintenance, troubleshooting and repair;
3. Have in-depth technical knowledge about computer hardware;
4. Be well-versed with different operating systems (particularly MS Windows 10; system utilities and office automation and communication tools; MS Office 2016; Outlook 2016; Microsoft O365; IP-PBX Telephone System, McAfee Endpoint Protection; and Kaspersky Endpoint Protection);
5. Have working knowledge on active and passive electronic components; and
6. Have working knowledge on computer networking (e.g., TCP/IP, Gateway, DNS, internet configuration, etc.).

VI. SCOPE OF WORK

A. ICT Repair and Maintenance Requirements:

1. The three (3) in-house preferably male computer technicians for the ERC Main Office shall be on duty for eight (8) hours, with the following work schedule:
 - a. One (1) comp. tech. - from 7:00 AM to 4:00 PM;
 - b. One (1) comp. tech. - from 8:00 AM to 5:00 PM; and
 - c. One (1) comp. tech. - from 9:00 AM to 6:00 PM;
2. In the absence of either one of the ERC in-house computer technicians, the contractor shall assign/provide a reliever with the same skills and expertise;
3. Provision of appropriate uniform to the computer technicians;
4. Should there be important activity that may require the service of the computer technicians to extend their workhours, extended hours shall be offset to the next shift. NO overtime payment;
5. Provision of resources:
 - a. Vacuum Cleaners and Cleaning Materials;
 - b. Cross and Flat Screwdrivers, Long and Short Nose Pliers, Soldering Iron and Lead, Precision Set, Multi-Tester, etc.; and
 - c. System Boot Disks, Diagnostic Tools and Disk Utilities, etc.
6. Provision of Service Units, which shall have the same specifications or better, at no additional cost;
7. Preventive Maintenance Services; and
8. Reports Submission
 - a. Monthly end-user countersigned preventive maintenance and remedial services reports, the format of which shall be prescribed by the ERC-MISD;
 - b. Monthly summary report of all maintenance and remedial services/rendered, the format of which shall be prescribed by the ERC-MISD; and
 - c. Other reports that may be required by the ERC.

B. Other Requirement

Contractor must ensure that service providers are physically and mentally fit to perform the work and compliant with ERC Health protocols.

VII. TERMS OF PAYMENT

Payment to the Contractor shall be made on a monthly basis upon submission of billing statement, duly accomplished service and inspection report forms and other documentary requirements.

VIII. LIQUIDATED DAMAGES

1. Where the Contractor refuses or fails to satisfactorily complete the work within the specified contract time, plus any extension time duly granted and is hereby in default under the contract, the Contractor shall pay ERC for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of the contract, equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract, of which ERC may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances such as but not limited to forfeiture of performance security and/or blacklisting of the latter.
2. For entitlement to such liquidated damages, ERC need not prove the damages actually incurred. Said damages in any amount shall be deducted from any money due or which may become due the Contractor under the Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor at ERC's convenience.

IX. RESERVATION CLAUSE

The ERC reserves the right to accept or reject any quotation, to annul the procurement process, and to reject all quotations at any time without thereby incurring any liability to the affected supplier/s.

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