



TERMS OF REFERENCE

DISINFECTION SERVICES FOR THE ENERGY REGULATORY COMMISSION OFFICES – MAIN OFFICE

I. LOCATION

The Disinfection Services shall be conducted at:

**Energy Regulatory Commission Main Office
located at Pasig City**

II. CONTRACT DURATION

The term of this contract shall be for the period January 1, 2022 to December 31, 2022. The contract to be awarded shall correspondingly be adjusted to cover only the remaining period, and payment shall be made only for services actually rendered.

III. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract is **Two Million Three Hundred Seven Thousand Five Hundred Eight and 67/100 (PhP2,307,508.67)**, inclusive of all government taxes and other fees, and charges, subject to the remaining months after receipt of the Notice to Proceed.

IV. SCOPE OF WORKS

1. Supply and delivery of disinfection services shall be twice a month:
 - a) ERC Office areas are as follows:

Building	Square Meter per flr. (approximate)
Main Office	Depending on the current location of ERC Office (per sq.m)

- b) ERC's 28 SUV vehicles and 2 shuttle bus



2. The scope of works includes, among others; spraying/wiping/misting/UV light of the entire building's premises and vehicles.
3. The Service Provider shall provide emergency disinfection services whenever necessary specially if there are cases of positive/exposure to COVID 19 of an ERC employee/s.

V. RESPONSIBILITIES OF THE CONTRACTOR

➤ The CONTRACTOR shall ensure:

- That the disinfection team has undergone theoretical and practical training;
- Must wear a Personal Protective Equipment (PPE);
- Must check that all the equipment/s to be used during the disinfection are order, in good condition and work properly;
- Must use only disinfectants and cleaning solutions approved by FDA;
- Must follow the right formulation or dilution ratio as provided by the manufacturer of the substance/chemical to be used; and
- The team Leader will follow and take note of the allowed contract time/exposure of the team disinfectant solution.

➤ The CONTRACTOR shall do the following:

- Proceed to the subject area;
- Coordinate with the FAS-GSD Representative for scheduling;
- Check all equipment are in order – good condition and worn properly;
- Ensure that the area is clear and secure from people and hazard; and
- Disinfection proper

➤ Wiping/Spraying



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- Proceed to the subject area in accordance to the subject area execution plan
 - Work systematically, from higher areas to low;
 - Always begin applications on the ceiling and move down the walls;
 - Spray and/or wipe walls, floors, frequently touched areas (lift buttons, hand rails, doorknobs, arm rests, seat backs, air/light controls, keyboards, switches, and toilet surfaces accordingly).
- Misting
- Proceed to spray the subject area in accordance to the subject area execution plan;
 - Work systematically – a) follow the route plan and maintain the certain speed and b) misting should always be positioned directly towards the subject area/structure.
- UV Light
- Proceed to the subject area in accordance to the subject area execution plan;
 - Work systematically – a) follow the route plan and maintain the certain distance to avoid exposure b) it should always be positioned directly towards the subject area/structure.
- The CONTRACTOR shall be responsible for Post Cleaning and Disinfection
- The CONTRACTOR shall discard biohazard materials;
 - The CONTRACTOR shall disinfect/decontaminate the Team and Equipment; and
 - The CONTRACTOR and FAS-GSD representative shall conduct a joint inspection to ensure that appropriate disinfection was successfully completed

VI. QUALIFICATION OF THE CONTRACTOR

The qualifications of the Contractor are:

1. Should have at least three (3) years of experience in providing sanitation and disinfection services to a government agency;



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2. Must be duly registered with the Philippines Government Electronic Procurement System (PhilGEPS);
3. Must be duly registered with the Securities and Exchange Commission, Department of Trade and Industry, or Cooperative Development Authority;
4. Must be duly registered with the Social Security System (SSS), Home Development Mutual Fund (PAGIBIG) and Philippines Health Insurance Corporation (PHILHEALTH);
5. Net Financial Contracting Capacity at least equal to the ABC or Committed Line of Credit at least equal to 10% of ABC; and
6. Must present at least one (1) Client Customer Feedback Form, with at least Very Satisfactory Rating, from one government agency, with whom the Contractor has a past or ongoing Contract.

VII. TERMS AND CONDITIONS

1. The CONTRACTOR must use only disinfectant and cleaning solution products recommended by US Environmental Protection Agency (EPA) or US Center for Disease Control and Prevention (CDC) or World Health Organization (WHO) or Department of Health (DOH), and duly approved by the Food and Drugs Administration (FDA).
2. The CONTRACTOR shall strictly comply with the DOH Department Memorandum No. 2020-0157, with subject; *"Guidelines on Cleaning and Disinfection in Various Setting as an infection Prevention and Control Measures Against COVID-19"*, dated 10 April 2020.
3. The CONTRACTOR shall use appropriate tools and equipment in the sanitation and disinfection.
4. The CONTRACTOR shall assign a minimum five (5) technical/skilled personnel for the project.



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5. The CONTRACTOR maintains administrative control and supervision over its personnel. However, it hereby authorizes the ERC to give direct instruction to the personnel assigned during their term of duty and such exercise of power by the CONTRACTOR and the Employer of the said personnel.
6. The CONTRACTOR shall answer for any damage to or loss of the ERC's properties, or to those for which the ERC is responsible which may be sustained through the fault of the CONTRACTOR's personnel.
7. The schedule of sanitation and disinfection to be rendered by the CONTRACTOR shall be second week and fourth week of the months.
8. The CONTRACTOR shall comply will all the rights and benefits of the employees under the Labor code on safe and helpful working conditions; labor standard such as, service incentives leave, rest days, overtime pay, 13th month pay and separation pay; retirement benefit; contributions and remittance of SSS, Philhealth, Pag-ibig Fund, and other welfare benefits, the right to self-organization, collective bargaining and peaceful concerted; and the right to rendered; the standard administrative fee.
9. There shall be no employer-employee relationship between the ERC and the technical/skilled personnel assigned by the CONTRACTOR.
10. The CONTRACTOR also warrants that it has not given any money or gift to any official or employee of the ERC to secure the contract.
11. The CONTRACTOR ensures that all technical/skilled personnel to be assigned in the above mentioned areas are free from COVID-19.
12. The Contract/Agreement takes effect upon the signing by the parties and shall be binding upon the administrations, executors, successors and assignees of the parties. The



CONTRACTOR shall commence to perform the services called for under the Contract/Agreement upon receipt of the Notice to Proceed issued in behalf of the ERC.

VIII. DUTIES AND RESPONSIBILITIES OF ERC

Pay the winning Contractor the Billing stipulated in said Contract within thirty (30) days from receipt of the billing, subject to existing government auditing and accounting rules and regulations, for and in consideration of the services rendered.

IX. RIGHTS OF THE ENERGY REGULATORY COMMISSION

- a. Supervise the personnel who will conduct disinfection to ensure maximum efficiency;
- b. Suspend, cancel or terminate the Contract, on any of the following grounds:
 - i. Inability to provide the necessary efficient disinfection services and related works; and
 - ii. Violation of any pertinent ERC rules and regulations or of the conditions, agreements or restrictions stipulated in the Contract.

The personnel to be deployed shall be the sole responsibility of the service Contractor and no employee-employer relationship exists between said personnel and to the ERC.

X. PAYMENT SCHEME

1. Payment shall be based on the current location of the ERC Main Office or the actual equivalent sqms of the area disinfected by the CONTRACTOR; and
2. Payment to the CONTRACTOR shall be made thirty (30) days upon submission of billing statement, duly accomplished



service and inspection report forms and other documentary requirements. Payment shall be based on the actual size of the area disinfected, but in no case shall exceed the Approved Budget of the Contract.

XI. LIQUIDATED DAMAGES

1. Where the service 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 service 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. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the 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 service Contractor under the Contract and/or collect such liquidated damages from the retention money or other securities posted by the service Contractor at the ERC's convenience.

XII. RESERVATION CLAUSE

The Energy Regulatory Commission (ERC) reserves the right to reject any and all bids, declare a failure of bidding or not award the contract at any time prior to contract award in accordance with Section 41 of R.A. 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.


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