

TERMS OF REFERENCE

Procurement for the Supply and Delivery of Various Office Furniture

I. OBJECTIVE

The Energy Regulatory Commission (ERC) intends to procure various office furniture for its new Office which is vital to its day-to-day operations.

II. APPROVED BUDGET OF THE CONTRACT

- a) The Approved Budget for the Contract (ABC) is **FOURTEEN MILLION TWO HUNDRED EIGHTEEN THOUSAND FOUR HUNDRED TWENTY-THREE PESOS AND THIRTY-SIX CENTAVOS (PhP14,218,423.36)**, inclusive of all applicable taxes, permits licenses, transport/delivery, and other miscellaneous expenses; and
- b) Fund for this procurement shall be sourced from the Continuing Appropriation for FY 2021 of the ERC.

III. MODE OF PROCUREMENT

The mode of procurement shall be through Competitive Bidding as provided under the Revised 2016 IRR of Republic Act (RA) No. 9184.

IV. TECHNICAL SPECIFICATIONS

Detailed Technical Specifications are provided in Annex "A".

V. DELIVERY SCHEDULE

- a) The winning supplier must deliver the various office furniture not more than thirty (30) calendar days after receipt of the Notice to Proceed.
- b) Three (3) days before delivery, the winning supplier must inform the Administrative Officer V of the Financial and Administrative Service-General Service Division in writing of the schedule of delivery so it can notify the Technical Property and Inspection Committee (TPIC) and the Exquadra Tower 1 Building Administration.

VI. ASSEMBLE AND ACCEPTANCE

- a) Within five (five) days after delivery, the winning bidder must assemble the various office furniture to determine their functionality and compliance with the specifications. This must be done in the presence of TPIC and representative/s from end-user; and

- b) All deliverables shall be checked by the TPIC before the final acceptance of the items.

VII. DOCUMENTATION AND WARRANTY

- a) On the day of the delivery, the winning supplier must provide the Warranty Certificate covering the Office Furniture delivered;
- b) The Office Furniture must be covered by the warranty on parts and service for one (1) year; and
- c) The warranty period shall commence upon acceptance of the goods/items.

VIII. BIDDER'S QUALIFICATION

- a) Bidders must be in the business of manufacturing or supply/delivery of Office Furniture for at least three (3) years; and
- b) Bidders must have similar projects in the last three (3) years.

VII. PAYMENT

Full payment upon 100% full completion, delivery, and ERC acceptance. All payments shall be subject to existing accounting and auditing rules and regulations applicable.

VIII. LIQUIDATED DAMAGES

- a. Where the Lessor 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 Lessor 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.
- b. For entitlement to such liquidated damages, ERC need not prove the damages incurred. Said damages in any amount shall be deducted from any money due or which may become due to the Lessor under the Contract and/or collect such liquidated damages from the retention money or other securities posted by the Lessor 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 lessor/s.

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