

# **TERMS OF REFERENCE**

## ***Supply and Delivery of Publication Services***

### **I. OBJECTIVE:**

The ERC is mandated to inform the public as widely as possible on vital information relative to its programs, services, policies, resolutions and its implementing rules and regulations.

### **II. COVERED PERIOD**

The Service Agreement shall be for the period **January 1, 2022 to December 31, 2022** or from contract effectivity date until 31 December 2022 (on the date specified by the ERC).

In case the full amount is not yet consumed/utilized by the end of the contract period, the remaining balance can still be availed by the ERC in accordance with the existing Guidelines to be issued by the Department of Budget and Management (DBM).

### **III. APPROVED BUDGET FOR THE CONTRACT (ABC)**

Fund for this procurement shall be sourced from:

1. National Expenditure Program for fiscal year 2022 of the ERC.
2. The total budget for the project amounts to **Two Million Five Hundred Thousand Pesos (Php2,500,000.00)**.

### **IV. SCOPE OF THE PROJECT:**

The project includes publication of ERC's programs, services, policies, resolutions and its implementing rules and regulations in broadsheets of general circulation to widely disseminate the information relative thereto

1. The newspaper company (of the broadsheet) must conform to the following:

Size	:	94 Full pages
Font Type and Size	:	Georgia, 8
Color	:	Black and white
Section	:	Main section

Day : Any day  
Frequency : As need arises  
Publication date : Per publication transaction

- 2.. The newspaper must be circulated nationwide
3. ERC has the option to change the dimension of the ads. Example, a full page may be divided into four quarter pages or these may be combined to get a full page.

#### **V. MANPOWER REQUIREMENTS:**

The service provider must assign a dedicated point person who will handle/facilitate the requests for publication. Contact details of the said personnel must be given to the GSD representative upon commencement of the contract.

#### **VI. SUPPORT SERVICE REQUIREMENTS**

1. The service provider must confirm immediately with GSD representative once request for publication is received.
2. The service provider must submit layout of the ad for approval prior to publication the following day from receipt of the request.
3. If the ad was not published on ERC's specified date, the service provider must immediately inform ERC.

#### **VII. WARRANTY**

The service provider shall warrant the following:

1. All requests for publication shall be published on the date specified by ERC.
2. The ad must be printed properly, and the information indicated therein are readable.

#### **VIII. SCHEDULE AND PLACE OF DELIVERY**

The service provider shall deliver at least ten (10) complimentary copies of the newspaper within two (2) calendar days after the date of publication to the ERC FAS-GSD located at 14<sup>th</sup> Floor, Pacific Center Building, San Miguel Avenue, Pasig City or to Exquadra Tower Building located Exchange Road, Ortigas Center, Pasig City, subject to written notice to be issued by ERC.

## **IX. TERMS OF PAYMENT**

- a. Cost of published ad/s for payment should be inclusive of VAT and other government taxes, fees and charges.
- b. Payment shall be based on the actual number of ads placed.
- c. Payment shall be made on a per-ad-published basis upon submission by the service provider of complete pertinent documentary requirements.
- d. Payment shall be subject to auditing and accounting rules and regulations and existing rules and regulations of ERC relative to payment of procurement contracts.
- e. Any deviation from the specifications is subject to a minimum penalty of 50% based on per-ad-published cost.
- f. Payment shall be made only for the services actually rendered by the Contractor during the said period.

## **X. RESPONSIBILITIES OF THE END-USER UNIT DURING PROJECT IMPLEMENTATION**

The End-User Unit is responsible for the following:

1. Provision of the file for proofing and printing;
2. Processing of payment.

## **XI. LIQUIDATED DAMAGES**

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.

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 end 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.

Prepared by:



**Cherry Lynn S. Gonzales**  
AOV, FAS-GSD

Approved by:



**JUDITH L. MANGOSING**  
OIC Director , FAS