

TERMS OF REFERENCE

Procurement for the Supply, Delivery, and Installation of Roller Blinds

I. OBJECTIVE

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

II. APPROVED BUDGET OF THE CONTRACT

a) The Approved Budget for the Contract (ABC) is **ONE MILLION FIFTY-ONE THOUSAND TWO HUNDRED SEVENTY-FOUR PESOS AND EIGHTY-FOUR CENTAVOS (PhP1,051,274.84)**, inclusive of all applicable taxes, permits licenses, transport/delivery, and other miscellaneous expenses; and

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

COLOR: LIGHT GRAY

Dimension	QTY (pcs)
1.83m Width x 3.1 Height	4
1.29m Width x 3.1 Height	4
1.44m Width x 3.1 Height	42
1.49m Width x 3.1 Height	74

V. DELIVERY SCHEDULE

a) 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 and Inspection Committee (TPIC) and the Exquadra Building Administration; and

- b) The winning supplier must deliver the item/s not more than thirty (30) calendar days after receipt of the Notice to Proceed. All furniture and fixtures must be delivered to Exquadra Building, Pasig City.

VI. ASSEMBLY, TESTING, and ACCEPTANCE

- a) Within five (five) days after delivery, the winning bidder must assemble Roller Blinds to determine their functionality and compliance with the specifications. This must be done in the presence of TPIC and representative/s from the end-user; and
- b) All deliverables shall be checked by the TPIC and must comply with the winning supplier 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 Roller Blinds delivered;
- b) The Roller Blinds 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 Roller Blinds for at least three (3) years; and
- b) Bidders must have completed two (2) 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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CLSG/JLM