

# **TERMS OF REFERENCE**

## ***Supply and Delivery of Newspaper Advertisement of the Energy Regulatory Commission***

### **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. SUBSCRIPTION PERIOD**

The Service Agreement shall be for the period **February 1, 2021 to December 31, 2021**.

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 Guidelines issued by the Department of Budget (DBM) for General Appropriation Act (GAA) 2021.

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

Fund for this procurement shall be sourced from:

1. General Appropriation Act (GAA) for the fiscal year 2021 of the ERC.
2. The total budget for the project amounts to **Two Million Three Hundred Fifty-Six Pesos (Php2,356,000.00)**.

### **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	:	72 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 accommodate/facilitate all requests for publication submitted by ERC from contract effectivity date until 31 December 2021 (on the date specified by the ERC).

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.

**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. Deviation from the specifications is subject to a minimum penalty of 50%.
- 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 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.

A handwritten signature in blue ink, appearing to read 'Cherry Lynn S. Gonzales', with a small blue square at the end of the signature.

Cherry Lynn S. Gonzales

AOV, FAS-GSD