

## **TERMS OF REFERENCE**

### **Procurement of Disinfection Services for the Energy Regulatory Commission's Main Office**

#### **I. OBJECTIVE**

To procure a reputable supplier that will offer efficient disinfection services to the Energy Regulatory Commission Main Office at Pacific Center Building, San Miguel Avenue, Ortigas, Pasig City or such other location where it may later transfer to or occupy.

The office area is approximately 5,779.88 square meters.

The identified Contractor is expected to provide disinfection services of high industry standards using environmentally friendly products and supplies, non-toxic solutions, at least 99% bio-degradable effective against viruses, pathogenic bacteria, fungi, biofilms, yeast, molds and protozoan. The acceptance should be hospital level.

#### **II. APPROVED BUDGET FOR THE CONTRACT**

Fund for this engagement shall be sourced from:

1. General Appropriation Act (GAA) for the fiscal year 2021 of the ERC.
2. The ABC for the project is **One Million Seven Hundred Sixty-Four Thousand Four Hundred Sixty-Six Pesos and 67/100 (P1,764,466.67)**, inclusive of all government taxes and service charges.

### III. **MODE OF PROCUREMENT**

The Procurement of Disinfection Services for the Energy Regulatory Commission's Main Office shall be thru Competitive Bidding under the 2016 revised IRR of R.A. 9184

### IV. **SCOPE OF WORK AND DELIVERABLES**

The scope of the *Contract* shall include but not be limited to the following:

- a) **Spraying** - Direct disinfectant application on surfaces,
- b) **Wiping** - in one direction frequently touched surfaces including, but not necessarily limited to: handrails, door knobs, desk or work surfaces, keypad, computer mice, light switches, modular panel, and comfort rooms.
- c) **Misting** - Effectively disperses disinfectant in the air, covering large surface areas as well as to hard-to-reach corners;
- d) **UVC Light Sterilization**; and
- e) **Air Purification** - can help reduce airborne contaminants including viruses in a home or confined space.

### V. **SCHEDULE OF DELIVERY**

The contractor shall deliver the service at least once a month from February 1, 2021 to December 31, 2021 and as the need arises.

## VI. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

1. The Contractor will provide all equipment, as well as environmentally friendly cleaning supplies required for carrying out the work;
2. During the implementation of the contract, the bidder shall provide protective covering for the affected equipment/area/s’;
3. Abide by the Rules, Regulations and Requirements of the Building Administration where the ERC office is located during the progress of the works;
4. Provide Safety Works Programs to include wearing of appropriate company uniforms and ID for all workers; and
5. Contractor shall provide PPE to service providers and shall remove and dispose of gloves, gowns (suits) and other PPE being careful not to contaminate the wearer or office surfaces. All used PPE and cleaning materials shall be disposed of in a sealed, plastic, disposal bag.
6. Contractor must ensure that service providers are physically and mentally fit to perform the work and compliant with ERC Health protocols.

## VII. DUTIES AND RESPONSIBILITIES OF ERC

1. Grant the contract for the provision of disinfection services for ERC subject to the terms and conditions of the Contract.
2. Allocate the total amount of as the Approved Budget for the Contract (ABC) of **One Million Seven Hundred Sixty-Four Thousand Four Hundred Sixty-Six Pesos and**

**67/100 (P1,764,466.67)**, to cover the payment of the services rendered;

3. Pay the winning Contractor the Billing stipulated in said Contract, subject to existing government auditing and accounting rules and regulations, for and in consideration of the services rendered.

## **VIII. RIGHTS OF THE ENERGY REGULATORY COMMISSION**

1. Supervise the personnel who will conduct disinfection to ensure maximum efficiency;
2. Suspend, cancel or terminate the Contract, on any of the following grounds:
  - a. Inability to provide the necessary efficient disinfection services and related works.
  - b. 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**

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 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.



Cherry Lynn S. Gonzales  
Admin Officer V  
FAS-GSD