

# TERMS OF REFERENCE

## Procurement of Brand New Chairs For the NEDA sa Pasig Building

### I. BACKGROUND/RATIONALE

The NEDA-CO intends to procure brand new junior executive chairs to provide its personnel and guests with high quality, durable, functional and comfortable chair units since those items have already surpassed their useful life.

### II. SPECIFICATIONS AND TERMS AND CONDITIONS

#### A. Item Specifications

Description/ Features	Quantity
<b>1. Junior Executive Swivel Chair</b> <ul style="list-style-type: none"><li>- Smooth twin disc caster</li><li>- Five prong nylon chair base</li><li>- Imported gas lift pneumatic height adjustment</li><li>- Swivel and tilting mechanism</li><li>- Fully upholstered fabric</li><li>- High /medium back rest ergonomically designed</li><li>- High density foam</li><li>- PVC injection molded arm</li><li>- Color: (Shade of blue)*</li></ul>	
<b>High Back Rest</b>	<b>62 Units</b>
<b>Medium Back Rest</b>	<b>464 Units</b>

\*Note: Final Fabric color to be approved by NEDA.

#### B. Terms and Conditions

1. All units shall be delivered within sixty **(60)** calendar days upon receipt of Notice to Proceed;
2. All units shall be guaranteed against all defects one (1) year after the final acceptance of the units; and

3. Subcontracting shall not be allowed.

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

The ABC is **PhP3,395,500.00** inclusive of all applicable government taxes and other service charges.

### **IV. QUALIFICATIONS OF THE SUPPLIERS**

The Supplier should have the necessary experience and expertise in the supply of Junior Executive Swivel Chairs. For this purpose, the Supplier shall submit proofs of the following:

- a) Engagement in the business for at least 2 years;
- b) Client Satisfactory Services certificates or proof of final billing from at least one(1) client; and
- c) Shall have completed two (2) similar contract amounting to 50% of the ABC, the largest of which must be equivalent to at least 25% of the ABC;
- d) Certificate as authorized reseller/distributor/partner/installer from the manufacturer of the item being offered;
- e) Brochures/information materials (i.e. color and fabric) of the item being offered.

### **V. DUTIES AND RESPONSIBILITIES OF THE SUPPLIER**

1. Provide prototype chair using the specified color under item II.A of this TOR for approval of NEDA, and rectify or make alterations necessary to meet the specifications at no cost to NEDA, prior to mass production;
2. Deliver brand new items according to NEDA's specifications;
3. Ensure that the final product have undergone quality control and that the delivered items are of good quality and in good working condition;
4. Replace any newly delivered unit found to be defective that maybe traceable to poor workmanship, use of poor quality materials, and non-compliance with the specifications, at no cost to NEDA;

5. Deliver all goods to NEDA sa Pasig within the prescribed schedule; and
6. Provide one (1) year warranty for all the items to be reckoned from the date of NEDA's final acceptance.

## **VI. DUTIES AND RESPONSIBILITIES OF THE NEDA**

1. Approve the prototype chair for mass production;
2. Validate that the delivered items are brand new and conform with NEDA's specifications and ensure that said items are of good quality and in good working condition;
3. Provide the Supplier access to the NEDA premises to which the brand new items are to be delivered; and
4. Pay the Supplier for the units that have been delivered and accepted by NEDA.

## **VII. PAYMENT SCHEME**

Payment to the contractor shall be made after completion of the delivery of Chairs and upon issuance of the Certificate of Inspection and Acceptance by the NEDA- CO.

## **VIII. LIQUIDATED DAMAGES**

Failure to comply with the Terms and Conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount equal to 1/10 of 1% of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches 10% of the amount of the contract, NEDA shall rescind the contract, without prejudice to other courses of action and remedies open to it.