REQUEST FOR QUOTATIONS

Provision of Event Production and Management for the 2026 Manila Forum on Competition in Developing Countries

For projects governed by Procurement Regulations for ADB Borrowers: Goods, Works, Nonconsulting and Consulting Services (2017)

24 October 2025

REQUEST FOR QUOTATION

Provision of Event Production and Event Management for the 2026 Manila Forum on Competition in Developing Countries

Project Title : **Capacity Building to Foster Competition**
Source of Funding : **ADB Loan 3878-PHI**
Contract Ref. : **RFQ/OPI/30** 24 October 2025

Sir/Madam:

1. The Philippine Competition Commission (Client) hereby requests you to submit price quotation/(s) for the performance of the services described in the **Terms of Reference** attached as **an Appendix** in these documents.

   If you, however, have been associated with the preparation of this **Terms of Reference** that is the subject of this request, you shall be disqualified.

   To assist you in the preparation of your price quotation we enclose in addition to the **Terms of Reference,** the **Form of Quotation** and form of **Contract** are also attached.

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:

   (a) you/your firm are/is not a citizen/national of an ADB member country, or
   (b) you/your firm have/has been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
   (c) you/your firm are/is owned by the Client, or
   (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its Anticorruption Policy (1998, as amended to date) or
   (e) the contracting of services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.

3. To be qualified, you/your firm:

   a. must have experience of at least two (2) years as a Service Provider of the required services covered by this **Request for Quotation (RFQ)** and **Terms of Reference (TOR)**. Proof of years of experience of the firm specializing in the provision of event production and management services **must be submitted**. Please refer to *Section VI of the TOR. Qualifications and Selection Criteria of the Service Provider, and Annex B- List of Documentary Requirements*

   b. must be duly established company with knowledge and experience in the provision of hosting international meetings or conferences, including but not limited to venue, food and accommodation and related services. Proof of company registration (SEC/DTI/CDA Registration Certificate, Mayor's Permit, etc.) **must be submitted**.

   c. must submit tax clearance per E.O. 398, s.2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR), and its Revenue Regulations No. 017-2024 prescribing the

presentation of tax clearance prior to final settlement of government contracts.

d. Must submit written confirmation authorizing the signatory of the bid to commit the bidder (i.e., Company's Board Resolution, or Notarized Secretary's Certificate, or Written Power of Attorney).

e. must have undertaken at least two (2) activities similar to conferences or launches managed within the last two (2) years with at least one hundred (100) participants in a single event.

f. must have engaged with at least one (1) national government agency in a similar/related activity such as conference or launches.

g. Must have at least two (2) Certificates of Satisfactory Services Rendered issued by at least one (1) national government agency. Proof of Certificates of Satisfactory Services Rendered issued by at least one (1) national government agencies **must be submitted**.

h. must submit the originally signed Statement of Completed Contracts indicating the activities undertaken, at least, within the last two (2) years, as well as the nature/short profile or description (which can be on a separate attachment or annexed to the Statement of Contracts).

i. must be able to meet the minimum 80% hurdle rate requirement in the technical bid evaluation based on the criteria and rating scale attached to the **Terms of Reference** of this RFQ. The following documents **must also be submitted**:
    i. **CVs** with detailed educational attainment and years of work experience of the personnel [*i.e., two (2) Event Coordinators, one (1) Event Director, one (1) Project Manager*] who may be assigned to the Project Team;
    ii. **Current Work-load Relative to Capacity;** and
    iii. **Plan of Approach and Methodology** (*i.e., Timelines, event and AVP proposals, overall quality of proposed work, etc. per Items 1-4 of the Technical Proposal Requirements*) required in the TOR **must be submitted**.

4. Your quotation/(s) should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

(a) Your price quotation/(s) shall be for all the items as described in the **Terms of Reference** and submitted only in the attached **Form of Quotation**. The currency of quoted prices and payment shall be in **Philippine Peso**.

(b) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.

(c) You shall submit one original of the **Form of Quotation** clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the Original shall prevail.

(d) Your quotation(s) should be valid for a period of **30 calendar days from the deadline for submission of the quotation**/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Service Providers for the project for two years. In exceptional circumstances, prior to the expiration of the bid validity period, the Client may request Bidders to extend the period of validity. The request and the responses shall be made

in writing. A bidder granting the request shall not be required or permitted to modify its Bid

Submission and Opening

(e) Your **Form of Quotation** should be submitted by **26 November 2025, 12:00 noon.** with the required documents that should be **signed**, **sealed** in an envelope, and addressed to, delivered, and duly received by the BAC Secretariat to the following address:

Client's Address: Philippine Competition Commission
The Chairperson, PCC Bids and Awards Committee (PBAC)
25/F Vertis North Corporate Center I
North Avenue, Quezon City

(f) Quotations shall be opened in public on **26 November 2025, 02:00 PM,** in the presence of participating Service Providers' representative/s who choose to attend, **on the same date as for quotation submission at a time within at least one hour of the stated deadline above** and at the following address:

Philippine Competition Commission
The Chairperson, PCC Bids and Awards Committee (PBAC)
25/F Vertis North Corporate Center I
North Avenue, Quezon City

Evaluation and Comparison

(g) Quotations determined to be substantially responsive to the **Request for Quotation** will be evaluated using the criteria indicated in Annexes E1 and E2 of the **Terms of Reference**. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in the **Request for Quotation**.

(h) The Firm/Service Providers will be shortlisted using the shortlisting criteria described in Annex E1. Eligible bidders, who will meet at least the **80-point hurdle rate** in the shortlisting process, shall be shortlisted and their quotations/proposals shall be further assessed for the combined technical and financial evaluation using the criteria described in Annex E2.

(i) The contract shall be awarded to the Service Provider whose quotation has been determined to be substantially responsive to the **Request for Quotation** and who has the highest evaluated combined technical and financial scores among all responsive bids.

(j) In evaluating the quotations, the Client will adjust for any arithmetical errors as follows:

(i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
(ii) where there is a discrepancy between the unit rate (where applicable) and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
(iii) If you refuse to accept the correction/(s), your quotation will be rejected.

Award of Contract

(k) The Client shall award the contract to the Service Provider whose quotation has been determined to be substantially responsive to this Request for Quotation and who has the best-evaluated score among all responsive quotations.

(l) The Service Provider whose quotation has been accepted as the most advantageous quotation per para (i) above will be notified by the Client within **thirty (30)** working days from the date of submission of the quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Client.

(m) The successful Service Provider shall sign the **Contract** governed by the annexed **Contract Terms and Conditions**. In addition to the quoted price, the contract price shall include Value Added Tax (VAT) in the Philippines.

5. Further information can be obtained from:

Name: Mr. Isabelo Miguel V. Abaño
Technical Staff, Procurement Support and Secretariat, PBAC
Address: Philippine Competition Commission
25/F Vertis North Corporate Center I
North Avenue, Quezon City
Email: ivabano@phcc.gov.ph, procurement@phcc.gov.ph

6. The Client intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.

7. Under **ADB's Anticorruption Policy** (1998, as amended to date) Service Providers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for an award and may impose sanctions or other remedial actions on parties involved if it determines that the Service Provider recommended for an award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing the Contract. At the time of submission of your quotation, you should not be on ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported the project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.

8. You/your firm, joint venture partners, associates, parent company, affiliates, or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the client's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):[1]

(a) Name of Institution: _____
(b) Period of debarment, ineligibility, or blacklisting (start and end date): _____
(c) Reason for the debarment, ineligibility, or blacklisting: _____

9. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers, and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of an ordinance which carry the penalty of imprisonment.

[1] Any such disclosure shall be forwarded by the Client to ADB.

If so charged or convicted, please state details:[2]

(a) Nature of the offense/violation: _____
(b) Court/Area of jurisdiction: _____
(c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____
(d) Other relevant details:

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates, or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred, or become ineligible to work with ADB or any other multilateral development banks, the client's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of an ordinance which carry the penalty of imprisonment.

11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).

12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.

13. The Client reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract in the following situations:

    a. If there is prima facie evidence of collusion between appropriate public officers or employees of the Client, or between the Bids and Awards Committee (BAC) and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
    b. If the BAC is found to have failed in following the prescribed bidding procedures; or
    c. For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the Government of the Philippines (GoP), as follows:
        i) if the physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the Client;
        ii) if the project is no longer necessary as determined by the Client; or
        iii) if the source of funds for the project has been withheld or reduced through no fault of the Client.

14. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

redacted

Sincerely,

ATTY. JOSEPH MELVIN B. BASAS
Chairperson
PCC Bids and Awards Committee (PBAC)
Philippine Competition Commission (Client)

redacted

[2] Any such disclosure shall be forwarded by the Client to ADB.

FORM OF QUOTATION

Provision of Event Production and Management for the 2026 Manila Forum on Competition in Developing Countries

_____2025
(Date)

To: Philippine Competition Commission
The Chairperson, PCC Bids and Awards Committee (PBAC)
25/F Vertis North Corporate Center I
North Avenue, Quezon City

We offer to execute the RFQ/OPI/30: Provision of Event Production and Management for the 2026 Manila Forum on Competition in Developing Countries in accordance with the **Contract Terms and Conditions** and the **Terms of Reference** accompanying this Quotation for the Contract Price not to exceed _____[*amount in words and numbers*] (PhP_____) Philippine Peso in accordance with the **Price Schedule** attached to this Form of Quotation and annexed to the **Terms of Reference**.

We propose to complete the performance of the services described in the **Contract** within the Completion Period indicated in the priced **Terms of Reference**.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer condition imposed by the **Request for Quotation** document.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified; (c) are not owned by the Client; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Service Provider : _____

Authorized Signature : _____

Name of Signatory : _____

Title of Signatory : _____

Address : _____

Telephone Number : _____

Fax Number, if any : _____

Email address (optional) : _____

ACCEPTANCE

The Client accepts the Service Provider's offer to provide the service.

Name of Client : Philippine Competition Commission

Authorized Signature : _____

Name of Signatory : Kenneth V. Tanate, PhD

Title of Signatory : Executive Director and Head of Procuring Entity

Date : _____

PRICE SCHEDULE

Item no.	Milestones/Deliverables		% of Total Contract Price and Payment Schedule	Amount (Philippine Peso)
	Deliverables	Timeline		
1	**Upon Conduct of Inception Meeting; Submission and PCC's acceptance of Proposed Event Plan**, inclusive of, but not limited to, the following: a. Event concept for the Manila Forum; b. Program; c. Layout and design of collaterals, theme and décor/production design; d. AVP (mood setter/opening video) concept; e. Suppliers; f. Production schedule/timeline; g. Detailed budget breakdown; and h. Security and contingency plan. **Submission and PCC's acceptance of Proposed AVP Production Plan** for the two- to three-minute mood setter/opening video, inclusive of the following: a. storyboard; b. script, if needed; c. production schedules; and d. itinerary of field shoots, if needed	Within five (5) calendar days from the issuance of Notice to Proceed	20% Within fifteen (15) days from the PCC's acceptance of the deliverables listed in Item 1	PhP _____
2	**Upon Conduct of Checkpoint Meeting; Submission and PCC's acceptance of the following requirements:** • List of management and production staff • Name and profile of the host/s for the 2-3 February 2026 events • Certification that the subscription to online	Within ten (10) calendar days from the approval of the event plan	30% Within fifteen (15) days from the PCC's acceptance of the deliverables listed in Item 2	PhP _____

Item no.	Milestones/Deliverables		% of Total Contract Price and Payment Schedule	Amount (Philippine Peso)
	Deliverables	Timeline		
	conference platform (for Q&A) will be provided, for acceptance of assigned PCC personnel • Soft copy of final mood setter/opening video to be shown at the beginning of the event, including the raw files • Design and sample of event collaterals, as required in these technical specifications			
3	**Upon Submission and PCC's Acceptance of the Activity Report containing the following:** • transcription of the event • summary of questions and feedback • number of in-person attendees • sex disaggregation data • number of online views • social media engagement, and • attendee evaluation survey results • Approved final and raw files of the SDE video and all collaterals used for the 2026 Manila Forum; • Four (4) final AVPs and the photo bank in an external hard drive; and • All raw photos/video files	Within fourteen (14) calendar days from the last day of the event.	50% Within fifteen (15) days from the PCC's acceptance of the deliverables listed in Item 3	PhP _____
TOTAL			**100%**	**PhP** _____

FORM OF CONTRACT

Name of Contract: **Loan 3878-PHI: Capacity Building to Foster Competition**
Contract Number: **RFQ/OPI/30:** Provision of Event Production and Management for the 2026 Manila Forum on Competition in Developing Countries

THIS CONTRACT is entered into on _____day of _____, _____, between Philippine Competition Commission (hereinafter called "the Client") on the one part, and _____ (hereinafter called "the Service Provider") on the other part.

WHEREAS the Client has requested a quotation for the: Provision of Venue including Food and Accommodation for the 2026 Manila Forum on Competition in Developing Countries to be performed by the Service Provider in accordance with the **Contract** and has accepted the Quotation by the Service Provider in the amount of [*amount in words*] _____ [*amount in figures*] hereinafter called "the Contract Price".

The Client and the Service Provider agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:

   a) **Form of Quotation**, with **Price Schedule** and **Terms of Reference** and Annexes; and
   b) **Contract Terms and Conditions**;

2. Taking into account payments to be made by the Client to the Service Provider as hereinafter mentioned, the Service Provider hereby enters into this Agreement with the Client to execute and complete the performance of services under the Contract.

3. The Client hereby agrees to pay, in consideration of the successful performance of the services, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the **Contract** under the laws of the Philippines on the date indicated above.

Signature and seal of the Client:
For and on behalf of

_____
Name of Authorized Representative

Signature and seal of the Service Provider:
For and on behalf of

_____
Name of Authorized Representative

CONTRACT TERMS AND CONDITIONS

Project Name: **Loan 3878-PHI: Capacity Building to Foster Competition**
Client: **Philippine Competition Commission**
Contract No.: **RFQ/OPI/230**: Provision of Event Production and Management for the 2026 Manila Forum on Competition in Developing Countries

1. Definitions

(a) "Contract" means the agreement entered into between the Client and the Service Provider, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Contract, including any amendments thereto.

(c) "Contract Price" means the price payable to the Service Provider as specified in the Contract, subject to such additions and adjustments thereto pursuant to the Contract.

(d) "Completion" means the fulfilment of the committed services by the Service Provider in accordance with the terms and conditions set forth in the Contract.

(e) "Client" means the entity purchasing the Services.

(f) "Services" means the services the Service Provider will perform as specified in the Terms of Reference in the **Appendix**.

(g) "Service Provider" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Client and is named as such in the Contract.

(h) "ADB" is the Asian Development Bank.

2. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Client's country.

3. Language

All communications and documents related to the Contract shall be in English.

4. Assignment

Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Client shall be void.

5. Fraud and Corruption

This Contract shall be covered by the provisions of ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time) that require Borrowers (including beneficiaries of ADB-financed activity), as well as Service Providers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Performance of the Services

The Service Provider shall carry out the Services with due diligence and efficiency and shall furnish to the Client such information related to the Services as the Client may from time to time reasonably request. The Service Provider shall at all times cooperate and coordinate with the Client with respect

to the performance of the Services.

7. **Required Performance Standards** (with attachments, as necessary and as prescribed by Client.)

   (a) General Description
   (b) Specific Standards
   (c) Performance Parameters

   The Service Provider confirms compliance with the above standards and parameters.

8. **Service Completion Schedule**
   The services should be completed as per the schedule indicated in the **Terms of Reference** but not exceeding **120 calendar days from the date indicated in the Notice to Proceed.**

9. **Fixed Contract Price**
   The prices indicated in the **Form of Quotation** are firm and fixed and not subject to any adjustment during contract performance, subject to Clause 11 [Payment] below.

10. **Taxes and Duties**
    The Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the services to the Client.

    Pursuant to the Revenue Regulation No. 017-2024 of the Bureau of Internal Revenue (BIR) prescribing the presentation of tax clearance prior to final settlement of government contracts, the Service Provider shall pay taxes in full and on time and that failure to do so will entitle the Purchaser to suspend payment for any goods or service delivered by the Service Provider. The Service Provider shall regularly present, within the duration of the contract, a tax clearance from the BIR as well as a copy of its income and business tax returns fully stamped and received by the BIR and duly validated with the tax payments made thereon

11. **Payment**
    Upon submission by the Service Provider of the claim and subsequent verification of the claim by the Client, payment of the contract price shall be made in the following manner as indicated in the **Price Schedule**:

    (a) Upon conduct of inception meeting; Submission and acceptance of Proposed Event Plan and AVP Production Plan
    20% Within fifteen (15) business days from the acceptance of the proposed Event Plan and AVP Production Plan
    (b) Upon conduct of checkpoint meeting; Submission and PCC's acceptance of the requirements as indicated in the Payment Schedule of the TOR
    30% Within fifteen (15) business days from the acceptance of the deliverables
    (c) Upon Submission and PCC's acceptance of the Activity Report
    50% Within fifteen (15) business days from the acceptance of the deliverables

    The billing statement must be provided by the Service Provider within seven (7) business days upon conclusion of event.

12. **Resolution of Disputes**
    The Client and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the

case of an unresolved dispute, the dispute shall be settled in accordance with the provisions of Philippine law.

13. Independent Service Provider

Nothing contained in this Contract shall be construed as establishing or creating the relationship of master and servant, employer and employee, or principal and agent between the Client and the Service Provider, or his employees or agents or other persons engaged by the Service Provider to perform any of the services.

14. Intellectual Property Rights

Intellectual Property Rights: (a) The Service Provider shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses, and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, the Client during or in connection with the Services by reason of: (i) infringement or alleged infringement by the Service provider of any patent or other protected right, or (ii) plagiarism or alleged plagiarism by the Service provider.

15. Failure to Perform

The Client may terminate the Contract if the Service Provider fails to perform the services, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Client, without incurring any liability to the Service Provider. In the event of such termination, the amount due under the Contract shall be subject to equitable adjustment.

16. Termination Due to Integrity Violation

The Client may terminate this Contract, in whole or in part, if the Service Provider, in the judgment of the Client has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

17. Other Grounds for Termination

The Client may also terminate this Contract, in whole or in part, if the Service Provider becomes insolvent, bankrupt or gives the Client reasonable evidence of its inability to complete the Services as specified, or fails to correct any non-conformity in the Services or performs in bad faith by willfully not observing the terms and conditions of this Contract.

18. Force Majeure

The Service Provider shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

(a) For purposes of this Clause, “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence, and is not foreseeable. Such events may include but are not restricted to, acts of Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

(b) If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

19. Accounts and Records

(a) The Service Provider shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish

accurately that the costs have been duly incurred.

(b) Notwithstanding anything to the contrary stated herein, the Service Provider shall maintain accounts and records, including original receipts, invoices, and other supporting documents evidencing payments made by the Service Provider under this Contract, for the period of the Services and for a period no less than 3 years after the expiration or termination of this Contract.

(c) The Service Provider shall permit ADB to inspect the accounts, records, and other documents relating to the submission of bids and contract performance of the Service Provider and to have them audited by auditors appointed by ADB.

20. Suspension of ADB Loan or Credit.

In the event that ADB suspends the Loan or Credit to the Client, from which part of the payments to the Service Provider is being made, the Client is obligated to notify the Service Provider, with a copy to the Client's representative, of such suspension within 7 days of having received ADB's suspension notice.

21. Termination Notice Due to Non-payment

If the Service Provider has not received payments due within the 28 days as provided for in Clause 11 [Payment], the Service Provider may immediately issue a 14-day termination notice.

Appendix

TERMS OF REFERENCE

I. Rationale / Objective
II. Participants
III. Components of the 2026 Manila Forum
IV. Scope of Works and Minimum Requirements
V. Institutional Arrangements
VI. Qualifications and Selection Criteria of the Service Provider
VII. Deliverables, Timelines and Payment Schedules
VIII. Approved Budget for the Contract and Mode of Procurement
IX. Confidentiality and Ownership of Data
X. Information Security and Non-Disclosure Agreement
XI. Conflict of Interest
XII. Other Terms and Conditions
XIII. Penalties and Liquidated Damages
XIV. Dispute Resolution
XV. Bank's Anticorruption Policy; Standards of Conduct

Annex A: Reference for Event Requirements (Venue Layout, Staging, Collaterals)
Annex B: List of Documentary Requirements
Annex C: Price Schedule
Annex D: Evaluation and Comparison of Quotations
Annex E1: Criteria for Shortlisting Prospective Eligible Bidders
Annex E2: Detailed Rating Criteria for Evaluating Technical and Financial Proposals

PHILIPPINE COMPETITION COMMISSION
Ensuring businesses compete and consumers benefit

25/F Vertis North Corporate Center 1,
North Avenue, Quezon City 1105
www.phcc.gov.ph
queries@phcc.gov.ph
(+632) 8771 9722

RFQ/OPI/30

TERMS OF REFERENCE
Provision of Event Production and Management Services for the 2026 Manila Forum on Competition in Developing Countries

I. Rationale/Objective

The Philippine Competition Commission (PCC) is an independent quasi-judicial body mandated to implement Republic Act No. 10667 or the Philippine Competition Act (PCA). The PCA prohibits anti-competitive agreements, abuses of dominant position, and anti-competitive mergers and acquisitions, as the law aims to enhance market competition for the benefit of consumers and businesses. The PCA also mandates the PCC to advocate for a level playing field through a National Competition Policy.

To support the implementation of the PCA and contribute to building a strong knowledge base on competition law and policy, the PCC with the assistance from the Asian Development Bank (ADB), is implementing the Capacity Building to Foster Competition Project (the "Project"). The Project has a dedicated component that supports institutional strengthening of the PCC which includes the conduct of capacity building and advocacy activities with key stakeholders.

Launched in 2018, the Manila Forum on Competition in Developing Countries (the "Manila Forum") is the flagship advocacy activity of the PCC which aims to discuss competition issues faced by developing economies. The Manila Forum also serves as a platform for competition authorities to examine emerging trends in the market that can shape and influence competition law and policy.

The PCC will organize the 2026 Manila Forum to discuss the economic and legal foundations of antitrust in the Philippines including emerging issues in the field. The discussion aims to equip sectoral representatives to continuously advocate for and implement competition amid evolving market dynamics, thereby fostering sustained collaboration with the PCC in its mission to promote a thriving economy where businesses compete and consumers benefit.

As an integral component of the PCC's capacity-building and advocacy program, the conduct of the 2026 Manila Forum advances current advocacy efforts locally and internationally, enhances institutional capacity through knowledge-sharing with renowned international and local experts, and strengthens linkages with core stakeholders, and foreign competition authorities.

II. Participants

The event will gather about two hundred fifty (250) participants from the following sectors:

A. International and local competition law and economics experts and practitioners

TÜVRheinland CERTIFIED
Management System ISO 9001:2015
www.tuv.com ID 9108652446

B. Key stakeholders in the business community, national government agencies, sector regulators, the academe, non-government organizations and consumer groups
C. Development partners

III. Components of the 2026 Manila Forum

The following are the components of the 2026 Manila Forum:

2 February 2026 | Day 01 Event | 9:00AM-6:00PM | Venue 1 | 250 Pax	
Conference Opening Ceremony	• Duration: Maximum of one (1) hour and 15 minutes • Setup: Onsite • Content: audio-visual presentations (AVPs), emcee's spiel, welcome remarks, messages
Keynote	• Duration: Maximum of forty-five (45) minutes • Setup: Onsite and online (streamed via YouTube/Facebook) • Content: keynote speaker/s, emcee's spiel
Photo Session	• Duration: Maximum of ten (10) minutes • Setup: Opening ceremony speakers and keynote speaker/s, international and local participants
Panel Sessions	• Three (3) Panel Sessions • Duration: Maximum of eighty (80) minutes per panel • Setup: either pre-recorded, live onsite or online (streamed via YouTube/Facebook) • Screen-sharing of presentations • With a virtual app-assisted interactive Q&A • Content: AVPs, emcee's spiel, Q&A interaction between speakers and participants

2 February 2026 | Hors d'œuvre| 6:00PM-8:00PM | Venue 1 | 250 Pax	
Hors d'œuvre	• Duration: Maximum of two (2) hours • Setup: Onsite with lounge jazz music suitable for socials • Content: Socials/interaction among participants over bite-sized foods and drinks

3 February 2026 | Day 02 Panel Sessions | 9:00AM- 12:15 PM | Venue 1 | 250 Pax	
Panel Sessions	• Two (2) Panel Sessions • Duration: Maximum of eighty (80) minutes per panel • Setup: either pre-recorded, live onsite or online (streamed via YouTube/Facebook) • Screen-sharing of presentations • With a virtual app-assisted interactive Q&A • Content: AVPs, emcee's spiel, Q&A interaction between speakers and participants

3 February 2026 | Closing Ceremony and Fellowship Night | 5:00PM-11:00PM | Venue 1 | 250 Pax	
Closing Ceremony	• Duration: Maximum of two (2) hours • Setup: Onsite
Dinner and Socials	• Duration: Maximum of four (4) hours • Setup: Onsite

	• Content: Dinner program, toast, performances/activities over dinner

IV. Scope of Works and Minimum Requirements

The PCC will engage the services of an event production and management firm to handle end-to-end logistical and technical requirements in the execution of the 2026 Manila Forum (2-3 February 2026).

A. Event Planning and Coordination

1. Conduct an Inception Meeting with the End-User (EU) to discuss and coordinate the specific requirements, target schedule, and other necessary details to be approved by the EU.
2. Submit an Inception Report/Event Plan containing the work plan and other details for the pre-event, actual event, and post-event activities subject to the approval of PCC.
3. Handle end-to-end logistical and administrative requirements in the preparation, conduct, and closing of the event. These include, but are not limited to, the procurement and coordination with vendors/suppliers for each event component, as needed.
4. Coordinate with contracted suppliers for other production needs such as photo, video, stage styling and design, lights and sounds, creative content for AVPs, video documentation, same day edit (SDEs), audience interaction system, and handle administrative requirements in the preparation, conduct, and closing of the event.

On the **Forum Proper (2-3 February 2026)**, the following production tasks are required:

- staging and production design (conference and registration areas), including backdrops, podium logo, printed and/or digital signages, decorations, photo walls, photobooth (printed photo paper);
- technical requirements such as sounds, lights, large-format LED screen/walls dimensioned precisely for the venue space, gen-set(s), speakers' technical requirements, microphones (lapel and wireless), laptops with appropriate connectors, professional lighting system, at least two (2) dedicated still camera/s for documentation purposes, communications equipment, other necessary contingency equipment/accessories (e.g. extra microphones, batteries, etc.);
- production of three (3) AVPs: (1) an AVP mood setter that focuses on the 2026 FCDC theme including the highlights of FCDC themes in the past years , (2) an AVP for all speakers and moderators featuring their short background to be presented during their individual introduction, and (3) an SDE video highlighting the opening ceremony, keynote, panel discussions and closing ceremony;
- production of necessary digital juice for the conference;
- other requirements/equipment needed for streaming live at YouTube/Facebook from the venue;
- contract host, registration booth personnel, and runners for the forum proper and Fellowship Night, if necessary; and
- ingress and egress operations.

On the **Hors d'œuvre (2 February 2026)**, the following production tasks are required:

- staging and production design including backdrops, podium logo, printed and/or digital signages, decorations;
- lounge jazz music suitable for socials;
- technical requirements such as sounds, lights, large-format LED screen/walls dimensioned precisely for the venue space, gen-set(s), microphones (lapel and wireless), laptops with appropriate connectors, professional lighting system, communications equipment, other necessary contingency equipment/accessories (e.g. extra microphones, batteries, etc.); and
- ingress and egress operations.

On the **Closing Ceremony and Fellowship Night (3 February 2026)**, the following production tasks are required:

- staging and production design, including backdrops, decorations, photo wall, photobooth;
- production of one (1) AVP that showcases the key elements needed for the Closing Ceremony and Fellowship Night's program;
- technical requirements such as sounds, lights, large-format LED screen/walls dimensioned precisely for the venue space, gen-set(s), microphones (lapel and wireless), laptops with appropriate connectors, professional lighting system, communications equipment, other necessary contingency equipment/accessories (e.g. extra microphones, batteries, etc.); and
- ingress and egress operations.

B. Guest and Event Management

On 2-3 February 2026, the following tasks are required:

1. Provide registration services including custom registration booth and assign personnel to man the registration booth full-time, ushers and runners;
2. Provide graphic artist to layout design according to the forum's theme, design and fabricate event collaterals, including:
    a. conference badges (conference IDs) printing system with lanyards for about two hundred fifty (250) participants;
    b. conference bags or folder bags for about two hundred fifty (250) participants;
    c. conference program or booklet for about two hundred fifty (250) participants;
    d. customized notebooks and pens for about two hundred fifty (250) participants;
    e. certificate holders for speakers and moderators; and
    f. tokens for about seventy (70) speakers, moderators and key stakeholders;

    Event collaterals' specifications can be found in **Annex A. Reference for Event Requirements.**

3. Secure permits, gate passes, and property passes for loading trucks carrying equipment.
4. Provide crew meals (breakfast and lunch) to twenty (20) police/security personnel assigned to the event.
5. Ensure that all technical requirements for the event are acquired, available, and properly working.
6. Organize and facilitate Technical Rehearsals, compile speakers' presentations and manage pre-recorded presentations, if any.
7. Conduct a final orientation or dry run within five (5) days before the actual event dates.
8. Provide premium subscription and access to audience interaction and/or networking applications (e.g., *Slido, Brella, Glisser*) for crowdsourcing questions.
9. Run the event based on the Event Plan approved by the PCC.
10. Provide one (1) host of good reputation and knowledgeable about the subject matter regarding competition law and policy, economics, and business. The host is subject to the approval of the EU. The host shall draft the script to be submitted to the EU for approval at least a month prior to the event.
11. Troubleshoot any event-related issue or problem that may arise.

C. Event Coverage, Documentation and Livestream

1. Carry out written transcription, photo, audio, and video documentation for all plenary and panel sessions.
2. Provide a live feed system for online streaming, through PCC's YouTube account, and for posting on PCC's official Facebook page.
3. Submit at least forty (40) edited photo highlights per day for posting on PCC's official social media accounts within the day of conduct of the activities.
4. Create and submit a photo and video bank of the events containing both the unedited high-resolution image/video files and approved final outputs within ten (10) business days from the conclusion of the event.
5. Generate and submit the Activity Report (including transcriptions of the full sessions and Q&As) of the event within 20 working days after the event.

D. Production of Digital Collaterals and AVPs

1. Produce AVPs for the event.
2. Carry out all creative works necessary to produce the PCC-approved AVP script.
3. Present draft AVPs, including opening video, for comments and approval of the PCC.
4. Produce and submit the final AVPs, all saved in an external hard drive based on the approved timeline:
    a. One (1) AVP mood setter that focuses on the 2026 FCDC theme including the highlights of FCDC themes in the past years;
    b. One (1) AVP for all speakers and moderators featuring their short background to be presented during their individual introduction; and
    c. One (1) SDE video highlighting the opening ceremony, keynote, panel discussions and closing ceremony
    d. One (1) AVP that showcases the key elements needed for the Closing Ceremony and Fellowship Night's program

5. Produce and submit necessary digital juice for the conference, based on the approved program – speakers' slides, event slides, etc.
6. Incorporate the existing digital assets provided by PCC as inspiration and overall theme in the production of all collaterals.
7. For the SDE, video should feature substantive soundbites during the Forum Proper, and should emphasize the speakers during panels, and dynamic interaction among the speakers and audience.

E. Management and Production Team

1. Form an Event Production and Management Team who will execute, oversee, and manage the required online and onsite physical and technical requirements of the event that includes, but are not limited to the following:
   a. Event Coordinator
   b. Assistant Event Coordinator
   c. Event Director
   d. AVP Producer
   e. Stage/Production/Project Manager
   f. Production Assistant
   g. Content Writers/Documenters
   h. Livestream Operator
   i. Videographers
   j. Photographer
   k. Graphic Artist
   l. Registration Booth Personnel
   m. Ushers
   n. Runners

2. Cover meals and transportation for the production and management team from ingress to egress, including rehearsals/dry runs.
3. Cover other expenses such as corkage, electrical fees, ingress and egress fees at the venue.
4. Provide live feed system for online streaming services of the event through PCC's YouTube account and for posting on PCC's official Facebook page.
5. Submit video of the event highlights SDE, documentation videos – both raw and edited (one per session), photo bank (both raw and edited), all in an external hard drive.
6. Submit an Activity Report and create an activity database, which includes transcription of the event, summary of questions and feedback, number of online views, and social media engagement.

V. Institutional Arrangements

The event production and management firm shall also assume the following obligations:

1. Designate two (2) exclusive event coordinators to ensure the timely delivery of outputs and to coordinate with the PCC and other suppliers contracted in carrying out the production and management services.
2. Ensure the consistency of all outputs with the 2026 Manila Forum concepts.
3. Provide holding rooms for event production and management staff, and security personnel.

4. Provide and shoulder all costs of necessary manpower, facilities, holding rooms, production equipment and set-up, and conduct all necessary preparatory and other activities to accomplish the agreed scope of work and deliverables (e.g., event planning, coordination, AVP production, etc.). Any additional costs incurred relative to any aspect of the event shall solely be charged to the event production and management firm.
5. Meet regularly with the PCC during project duration to discuss activities, issues, and other concerns related to the event.
6. Submit reports (when necessary) detailing work progress, issues and concerns, and recommend next steps in relation to the project at no additional cost to PCC.
7. Execute a notarized non-disclosure or confidentiality agreement with PCC to ensure the confidentiality of all information and materials the events organizing firm may receive from PCC.

On the other hand, the *PCC* shall:

1. Provide all information and materials needed to accomplish the scope of work, including branding guidelines, preliminary manuscript, list of invitees, among others;
2. Review and approve all materials and deliverables produced by the events production and management firm; and
3. Provide at least three (3) support staff to assist and coordinate with the event production and management firm in the preparation and during the conduct of the 2-day event.

SUBJECT: Provision of Event Production and Management Services for the 2026 Manila Forum on Competition in Developing Countries

VI. Qualifications and Selection Criteria of the Service Provider

A. Shortlisting of the Eligible Bidder/s

In shortlisting eligible bidders, the following criteria will be used:

Criteria	Preferred Qualifications	Bases	Weight
Applicable experience and capability of the bidder	• The agency/firm, and its partner/s, must have been in existence for at least two (2) years; • Must have undertaken at least two (2) activities similar to conferences or launches managed within the last two (2) years with at least one hundred (100) participants in a single event • Engaged with at least one (1) national government agency in a similar/related activity such as conference or launches. • Must have at least two (2) Certificates of Satisfactory Services Rendered issued by at least one (1) national government agency	Proof of years of experience of the firm specializing in the provision of event production and management services must be submitted. Please refer to Section VI of the TOR-Qualifications and Selection Criteria of the Service Provider, and Annex B- List of Documentary Requirements. Proof of company registration (SEC/DTI/CDA Registration Certificate, Mayor's Permit, etc.) must be submitted. Originally signed Statement of Completed Contracts indicating the activities undertaken, at least, within the last two (2) years, as well as the nature/short profile or description (which can be on a separate attachment or annexed on the Statement of Contracts) Certificates of Satisfactory Services Rendered issued by at least one (1) national government agencies	50%
Qualification of personnel who may be assigned to the project	**<u>Two (2) Event Coordinators</u>** • Graduate of any Bachelor's degree in Arts, Humanities, Social Sciences, Communications, or any similar field; and • Two (2) years of experience in events management, and/or public relations	Original signed curriculum vitae (CV) submitted indicating the relevant work experience and educational background. *Indicate in the CV the position the personnel are assigned to.*	30%

Criteria	Preferred Qualifications	Bases	Weight
	Event Director • Graduate of any Bachelor's degree in Arts, Humanities, Social Sciences, Communications, or any similar field; and • Three (3) years of experience in events management, and/or public relations. **Project Manager** • Graduate of any Bachelor's degree in Arts, Humanities, Social Sciences, Communications, or any similar field; and • Three (3) years of experience in events management, and/or public relations.	*Note: There should be no replacement of key personnel before the awarding of the contract, except for justifiable reason, such as illness, death, or resignation provided it is duly supported by relevant certificates, or any delay caused by the procuring entity.*	
Current workload relative to capacity	At most five (5) projects	Original signed records of ongoing (including awarded but not yet started contracts) and previous engagements	20%

Prospective bidders are requested to submit the supporting documentary requirements indicated in the abovementioned criteria, and as listed in **Annex B** to ensure that the above-mentioned qualifications are met.

Bidders will be shortlisted using the shortlisting criteria described in **Annex E1**. Eligible bidders, who will meet at least the **80-point hurdle rate** in the shortlisting process, shall be selected and their quotations/ proposals shall be further assessed for the combined technical and financial evaluation using the criteria described in **Annex E2.**

B. Submission and evaluation of the proposal/s of the shortlisted bidder/s

The **technical** and **financial** proposals of the shortlisted bidders will be evaluated with the following weights and requirements:

i. Technical Proposal: 85%
ii. Financial Proposal: 15%
iii. Total: 100%

The ***technical proposal*** must include, among others, the following:

1) Accomplished, signed and duly notarized bidder/proponent assessment form (attached);

2) Event plan proposal, with discussions on the following components:
   - Event concept;
   - Tentative program;
   - Theme and décor;
   - Production schedule; and
   - Contingency plan

3) AVP production plan for the mood setter/opening video, inclusive of the following:

   - Concept;
   - Storyboard;
   - Script;
   - Production schedule; and
   - Itinerary of field shoots

4) Other requirements as specified in the bidding/proposal documents

The ***financial proposal*** must include, among others, the following:

1) Detailed breakdown of proposed expenses, including personnel expenses, production costs, supplier/vendor costs, and other costs; and

2) Other requirements/breakdown of expenses or costs as specified in the bidding/proposal documents.

The proposals of the shortlisted bidders using the following weights and requirements:

Criteria	Basis
Technical Proposal (85%)	
Qualification of personnel who may be assigned to the project (25%)	As specified in the qualifications above.-
Applicable experience and capability of the firm (15%)	
Current work-load relative to capacity (10%)	
Plan of approach and methodology (50%)	Timelines, event and AVP proposals, list of proposed venue, overall quality of proposed work (Technical Proposal Requirements per Items 1-4 above)
Financial Proposal (15%)	Proposal should be within the determined ABC and should include the summary of costs and price breakdown per activity

The bidder with the highest rated score based on the technical and financial proposals submitted, provided that the score passes the hurdle rate of 80 points, shall be the Highest Rated Bidder.

SUBJECT: **Provision of Event Production and Management Services for the 2026 Manila Forum on Competition in Developing Countries**

VII. Deliverables, Timelines and Payment Schedules

Project activities will commence immediately for a period of **three (3) months** (November 2025-February 2026) upon issuance of the Notice to Proceed (NTP).

Reports and other relevant documents and deliverables are to be submitted to and should be duly received and accepted by the PCC project manager. Below is the summary of the deadline of submission for each deliverable:

Milestones/Deliverables		**% of Contract Price and Payment Schedule**
Deliverables	**Timeline**	
1. Upon Conduct of Inception Meeting; Submission and PCC's Acceptance of Proposed Event Plan , inclusive of, but not limited to, the following: a. Event concept for the Manila Forum; b. Program; c. Layout and design of collaterals, theme and décor/production design; d. AVP (mood setter/opening video) concept; e. Suppliers; f. Production schedule/timeline; g. Detailed budget breakdown; and h. Security and contingency plan. **Submission and PCC's Acceptance of Proposed AVP Production Plan** for the two- to three-minute mood setter/opening video, inclusive of the following: a. storyboard; b. script, if needed; c. production schedules; and d. itinerary of field shoots, if needed	Within five (5) calendar days from the issuance of Notice to Proceed	20% Within fifteen (15) days from the PCC's acceptance of the deliverables listed in Item 1
2. Upon Conduct of Checkpoint Meeting; Submission and PCC's Acceptance of the following requirements: • List of management and production staff • Name and profile of the host/s for the 2-3 February 2026 events • Certification that the subscription to online conference platform (for Q&A) will be provided, for acceptance of assigned PCC personnel • Soft copy of final mood setter/opening video to be shown at the beginning of the event, including the raw files	Within ten (10) calendar days from the approval of the event plan	30% Within fifteen (15) days from the PCC's acceptance of the deliverables listed in Item 2

Milestones/Deliverables		% of Contract Price and Payment Schedule
Deliverables	**Timeline**	
• Design and samples of event collaterals, as required in these technical specifications		
3. **Upon Submission and PCC's Acceptance of the Activity Report containing the following:** • Transcription of the event • Summary of questions and feedback • Number of online views • Social media engagement • Approved final and raw files of the SDE video and all collaterals used for the 2026 Manila Forum; • Four (4) final AVPs and the photo bank in an external hard drive; and • All raw photos/video files.	Within fourteen (14) calendar days from the last day of the event.	50% Within fifteen (15) days from the PCC's acceptance of the deliverables listed in Item 3
		100%

Payments to the events production and management firm shall be made upon PCC's acceptance of the deliverables and payment schedule indicated above.

The Event Plan, copies of the AVPs, and Activity Report shall be submitted by the Events Production and Management Firm in two (2) hard copies to PCC for payment processing. Electronic/soft copies of the documents and AVP shall also be submitted to PCC.

VIII. Approved Budget for the Contract and Mode of Procurement

The Approved Budget for the Contract (ABC) for this project is **Three Million Pesos (Php 3,000,000.00),** inclusive of all applicable government taxes, and shall include all renumerations, costs or profits arising from or in relation to the services rendered in connection with and/or in preparation for this engagement such as, among others, preparation, conduct of the Forum proper, and delivery of documents and reports.

The mode of procurement shall be competitive bidding following the ADB's Procurement Regulations for ADB Borrowers: Goods, Works, Non-consulting, and Consulting Services (2017, as amended from time to time) harmonized with the provisions of Republic Act No. 12009 and its Revised Implementing Rules and Regulations.

IX. Confidentiality and Ownership of Data

The event production and management firm shall be engaged by the PCC and shall submit outputs directly to the designated project manager within PCC for review and endorsement for payment. All the materials conceptualized, designed, and produced shall be owned by PCC, with full and exclusive rights on future use thereof, both in the Philippines and internationally. The events production and management firm shall not use nor disseminate these documents for their own research purposes without the written consent of the PCC.

X. Information Security and Non – Disclosure Agreement

To ensure the Philippine Competition Commission (PCC) maintains high standard of information security when engaging with third-party providers, all suppliers are required to comply with the established PCC Information Security Management System (ISMS). These requirements are outlined in the Supplier Security Policy (POL-PCC-GSD 02-03) and related ISMS policies and procedures.

All data, documents, records, configuration files, and metadata (collectively referred to as "Information") provided to the supplier(s) for the purpose of delivering services are considered confidential and remain the exclusive property of PCC. The supplier(s) shall recognize the critical importance of maintaining the security and confidentiality of the Information and agree to prevent its unauthorized transfer, disclosure, or use by any third party. The supplier(s) shall not use the Information for any purpose other than to perform the agreed-upon services. Furthermore, the supplier(s) shall ensure that, upon completion of the service, they will not retain any portion of Information in any form whatsoever. A Notarized Non-Disclosure Agreement must be submitted after the issuance of Notice to Proceed.

The documents will be submitted to the ISMS Secretariat in compliance with the approved PCC Information Security Management System and will not form part of the submission for payment.

XI. Conflict of Interest

The Service Provider must be independent from the entities which operate in the business of the particular sector covered by the scope of this engagement and must have no conflict of interest. There is conflict of interest when the Service Provider has an interest in the business of the entities operating, whether directly or indirectly, in the particular sector covered by this engagement, and the interest of such Service Provider, or his rights or duties therein, may be opposed to or affected by the performance of his duty as Service Provider**.**

XII. Other Terms and Conditions

Neither party shall be liable to the other for any failure to perform any obligation under the contract which is due to an event beyond the control of such party including but not limited to force majeure, acts of God, fire, flood, lightning, typhoon, hurricane, volcanic eruption or other convulsion of nature; invasion, acts of foreign enemies, hostilities or warlike operations; strikes, riots, civil commotion, mutiny, rebellion, insurrection, military or usurped power; government intervention, law or ordinance; court order; resolution or judgment; renovation or repairs of whatever nature and stage; closure or cessation of operation; or other causes beyond either party's control.

The client shall also not be charged with cancellation fees in the event that travel restrictions and enhanced community quarantines are imposed within Metro Manila due to high cases of COVID-19 or MPox, making the conduct of the event or any mass gathering impossible. The service provider should likewise be willing to respond to immediate or unforeseen changes in the specifications, activities, and schedules based on IATF and local government unit pronouncements.

XIII. Penalties and Liquidated Damages

The selected event production and management firm shall be subject to assessment by PCC as to the effectivity of the event in meeting its objectives.

Where the events organizing firm refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the Contract Agreement, the events organizing firm shall pay PCC for liquidated damages, and not by way of penalty, an amount, as provided in the General Conditions of Contract, equal to at least one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. Should the amount of liquidated damages reach ten (10%) percent of the contract amount, PCC reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

To be entitled to such liquidated damages, PCC does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the events organizing firm under the Contract Agreement and/or collect such liquidated damages from the retention money or other securities posted by the events organizing firm, whichever is convenient to PCC.

XIV. Dispute Resolution

Should any dispute related to the technical specifications and/or rights of the PCC and the events organizing firm (Parties) arise, the same shall be submitted to mutual consultation, mediation, and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.

In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and

Any amendment or additional terms and conditions to the TOR must be in writing, signed and acknowledged by the Parties.

XV. Bank's Anticorruption Policy; Standards of Conduct

1. Anticorruption Policy

The anticorruption policy of the ADB requires that borrowers (including beneficiaries of ADB-financed activity), as well as service providers under ADB-financed contracts, observe the highest standard of ethics during the selection process and in the execution of such contracts. In pursuance of this policy, ADB

(b) defines, for the purposes of this provision, the terms set forth below as follows:

i. A "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party.

ii. A “fraudulent practice” means any action or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

iii. A “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party.

iv. A “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

v. Abuse, means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard.

vi. Conflict of interest, means any situation in which a party has interests that could improperly influence a party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

vii. “Obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; (e) materially impending the Bank’s contractual rights of audit or access to information; and

viii. Integrity violation is any act which violates ADB’s Anticorruption Policy, including items (i) to (vii) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standards.

(c) will reject a proposal for an award if it determines that the service provider recommended for the award has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

(d) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Client engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;

(e) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and

Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

(f) will have the right to require that a provision be included in the request for proposals and in Contracts financed by ADB, requiring service providers to permit ADB or its representative to inspect their accounts and records and other documents relating to the Financial and Technical Proposals and contract performance and to have them audited by auditors appointed by ADB

2. Anticorruption Policy

The Supplier shall ensure that its employees observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct, and harassment, including sexual harassment, and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct, and harassment, including sexual harassment. The learning service provider shall take appropriate action against any employees, Expert, or Sub-Consultants, including suspension or termination of employment, contract, or sub-contract, if any form of unethical or inappropriate behavior is identified.

The following definitions shall apply in these Standards of Conduct:

(a) "Bullying" is a form of harassment consisting of repeated or persistent aggression or other malicious behavior in any form by one or more persons, which has the effect of humiliating, belittling, offending, intimidating, or discriminating against another person. It may include persistent, unwarranted, or unconstructive criticism, personal abuse, and/or ridicule, either in public or private, which humiliates or demeans the individual targeted, gradually eroding or intending to erode the person's self-confidence. Appropriately conveyed criticism, disapproval, negative performance assessment, and similar appraisal, by themselves do not constitute bullying or harassment.

(b) “Discrimination” is the inappropriate differentiation between individuals or groups. Such discrimination includes differentiation based on characteristics such as race, color, nationality, national, social or ethnic origin, religion or similar belief, language, political or other opinion or affiliation, gender, gender identity, sexual orientation, family or civil status, health status, size, or physical ability.

(c) "Harassment" is any unwarranted or unwelcome behavior, whether verbal, psychological, or physical, that interferes with work or creates an intimidating, hostile, or offensive work environment. Harassment includes, but is not limited to, bullying and sexual harassment.

(d) “Integrity” means a firm adherence to ADB’s Anticorruption Policy (1998, as amended to date), the Integrity Principles and Guidelines (2015, as amended from time to time), and to the highest ethical standards.

(e) "Misconduct" is behavior, or an act or omission, which is unacceptable or improper, contrary to the principles or rules of ADB, or is illegal or unethical. Misconduct may not necessarily be intentional and can arise from neglect, recklessness, or mismanagement. Misconduct includes, but is not limited to, (i) the failure to observe these standards or other rules, regulations, guidelines, or procedures; or (ii) conduct, actions, or omissions, within and outside ADB, that risk discrediting or disgracing ADB, bringing ADB into disrepute, or could undermine the integrity of ADB's policies, processes, or procedures.

(f) “Respect” refers to interacting with all others in the work environment in a professional, positive, and inclusive manner, regardless of hierarchical role or rank. This includes treating others with due consideration, courtesy, dignity, and open-mindedness, as well as working without prejudice or bias toward individuals or institutions that have different characteristics, backgrounds, and viewpoints.

(g) “Retaliation” is any detrimental act, direct or indirect, recommended, threatened, or taken against anyone who has raised or is considering raising a complaint of misconduct whether formally as whistleblower or witness or person associated with a whistleblower or witness or otherwise, in a manner material to the complaint because of a report of or cooperation with an ADB investigation into any form of (alleged) misconduct. Retaliation can include, but is not limited to, harassment, discriminatory treatment, assignment of work outside the corresponding job description, withdrawal of work assignments contained in the job description, inappropriate performance appraisals or salary adjustments, or the withholding of an entitlement.

(h) “Sexual Harassment” is any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature that results in physical, sexual, or psychological harm or suffering to another person, or which is made or suggested to be a condition of employment, promotion, or other personnel action or creates an intimidating, hostile, or offensive environment.

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Annex A: Reference for Event Requirements (Venue Layout, Staging, Collaterals)

Forum Proper, Hors d'œuvre and Fellowship Night at the Main Conference Hall

Setup: Banquet Round Table Setup

Stage Layout (Forum Proper)

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Custom Registration Booth

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References for Event Collaterals

ITEM	SAMPLE PHOTO (REFERENCE ONLY)
1. Metal pen	
2. Notebook	

3. Double-Sided Certificate Holder	
4. Tote bag or Conference folder bag	(Design shall be approved by end-user)
5. Lanyard and ID holder	

6. Tokens for moderators/ speakers/ key stakeholders	
Conference Programme/ Booklet	
	The events management service provider will be providing the final design/layout of the collaterals for the approval of the EU.

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Annex B: **List of Documentary Requirements**

Procuring Entity	**Philippine Competition Commission**
Address	25F Vertis North Corporate Center 1, North Ave., Quezon City
Project Name	Procurement of Event Production and Management Services for the 2026 Manila Forum on Competition in Developing Countries
Project Details	As indicated on the above Terms of Reference
Approved Budget for the Contract	PhP 3,000,000.00 (inclusive of all applicable government taxes)
Documents to be Submitted	**Eligibility Documents (to be submitted with the proposals)** • PhilGEPS Registration Number • Mayor/Business Permit • Accomplished Omnibus Sworn Statement • Latest Income/Business Tax Return • Conformed Terms of Reference
Documents to be Submitted	**For Project Team** • Company profile stating the existence of the firm is at least two (2) years; • List of at least two (2) activities similar to conferences or launches managed within the last two (2) years with at least one hundred (100) participants in a single event. • Engaged with at least one (1) national government agency in a similar/related activity such as conference or launches. • At least two (2) Certificates of Satisfactory Services Rendered issued by at least one (1) national government agency • Original signed curriculum vitae (CV) indicating the relevant work experience and educational background • Original signed records of ongoing (including awarded but not yet started contracts) and previous engagements

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Annex C: **Price Schedule**

Item no.	Milestones / Deliverables Deliverables	Timeline	% of Total Contract Price and Payment Schedule	Amount (Philippine Peso)
1	**Upon Conduct of Inception Meeting; Submission and PCC's Acceptance of Proposed Event Plan**, inclusive of, but not limited to, the following: a. Event concept for the Manila Forum; b. Program; c. Layout and design of collaterals, theme and décor/production design; d. AVP (mood setter/opening video) concept; e. Suppliers; f. Production schedule/timeline; g. Detailed budget breakdown; and h. Security and contingency plan. **Submission and PCC's Acceptance of Proposed AVP Production Plan** for the two- to three-minute mood setter/opening video, inclusive of the following: a. storyboard; b. script, if needed; c. production schedules; and d. itinerary of field shoots, if needed	Within five (5) calendar days from the issuance of Notice to Proceed	20% Within fifteen (15) days from the PCC's acceptance of the deliverables listed in Item 1	PhP _____
2	**Upon Conduct of Checkpoint Meeting; Submission and PCC's Acceptance of the following requirements:** • List of management and production staff • Name and profile of the host/s for the 2-3 February 2026 events • Certification that the subscription to online	Within ten (10) calendar days from the approval of the event plan	30% Within fifteen (15) days from the PCC's acceptance of the deliverables listed in Item 2	PhP _____

Item no.	Milestones / Deliverables Deliverables	Timeline	% of Total Contract Price and Payment Schedule	Amount (Philippine Peso)
	conference platform (for Q&A) will be provided, for acceptance of assigned PCC personnel • Soft copy of final mood setter/opening video to be shown at the beginning of the event, including the raw files • Design and sample of event collaterals, as required in these technical specifications			
3	**Upon Submission and PCC's Acceptance of the Activity Report containing the following:** • transcription of the event • summary of questions and feedback • number of in-person attendees • sex disaggregation data • number of online views • social media engagement, and • attendee evaluation survey results • Approved final and raw files of the SDE video and all collaterals used for the 2026 Manila Forum; • Four (4) final AVPs and the photo bank in an external hard drive; and • All raw photos/video files	Within fourteen (14) calendar days from the last day of the event.	50% Within fifteen (15) days from the PCC's acceptance of the deliverables listed in Item 3	PhP _____
TOTAL			**100%**	**PhP** _____

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Annex D: **Evaluation and Comparison of Quotations**

1. Quotations determined to be substantially responsive to the **Request for Quotation** will be evaluated using the criteria indicated in the **Terms of Reference** and shown below as **Annexes E1** and **E2**. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in the **Request for Quotation**.

2. The Firm/Service Providers will be shortlisted using the shortlisting criteria described in **Annex E1**. Eligible bidders, who will meet at least the **80-point hurdle rate** in the shortlisting process, shall be shortlisted and their quotations/proposals shall be further assessed for the combined technical and financial evaluation using the criteria described in **Annex E2**.

3. The contract shall be awarded to the Service Provider whose quotation has been determined to be substantially responsive to the **Request for Quotation** and who has the highest evaluated combined technical and financial scores among all responsive bids.

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Annex E1: Criteria for Shortlisting Prospective Eligible Bidders

Criteria	Description	Rating Matrix	
1. Applicable experience of the Service Provider (50%)			
Applicable experience and capability of the bidder (15pts)	The agency/firm, and its partner/s, must have been in existence for at least two (2) years;	100	2 years and above
		0	2 years and below
Number of similar projects with similar capacity (15pts)	Handled at least two (2) similar projects in the past two (2) years with at least one hundred (100) participants in a single event.	100	more than 2 similar projects
		90	2 similar projects
		80	1 similar project
		0	No similar project
Number of national government agency clients (10 pts)	Engaged with at least one (1) national government agency in a similar/related activity such as conference or launches.	100	At least one (1) national government agency
		0	No related project
Satisfactory service from previous events (10 pts)	At least two (2) Certificates of Satisfactory Services Rendered issued by at least one (1) national government agency	100	More than two (2) certificates
		50	1-2 certificates
		0	No certificate
2. Qualification of personnel who may be assigned to the project (30%)			
Two (2) Event Coordinators (5 pts each)	**Education**: (2.5 pts) Graduate of any bachelor's degree in arts, Humanities, Social Sciences, Communications, or any similar field.	100	BA/BS degree in the discipline/s indicated
		50	BA/BS degree in other discipline/s
		0	No BA/BS degree
	Experience: (2.5 pts) Two (2) years of experience in events management, and/or public relations.	100	Two (2) years and above
		50	At least one (1) year but not more than two (2) years
		0	Below one (1) year
Event Director (10 pts)	**Education**: (5 pts) Graduate of any bachelor's degree in arts, Humanities, Social Sciences, Communications, or any similar field.	100	BA/BS degree in the discipline/s indicated
		50	BA/BS degree in other discipline/s
		0	No BA/BS degree
	Experience: (5 pts)	100	Three (3) years and above
		50	

Annex E1: Criteria for Shortlisting Prospective Eligible Bidders

Criteria	Description	Rating Matrix	
	Three (3) years of experience in events management, and/or public relations.		At least one (1) year but not more than three (3) years
		0	Below one (1) year
Project Manager (10 pts)	**Education**: (5 pts) Graduate of any bachelor's degree in arts, Humanities, Social Sciences, Communications, or any similar field.	100	BA/BS degree in the discipline/s indicated
		50	BA/BS degree in other discipline/s
		0	No BA/BS degree
	Experience: (5 pts) Three (3) years of experience in events management, and/or public relations.	100	Three (3) years and above
		50	At least one (1) year but not more than three (3) years
		0	Below one (1) year
3. Current workload relative to capacity (20%)			
Current workload relative to capacity (20 pts)	At most five (5) projects	100	One (1) ongoing contract
		50	2-3 ongoing contracts
		0	more than three (3) ongoing contracts

Annex E2. Detailed Rating Criteria for Evaluating Technical and Financial Proposals

Criteria	Basis
Technical Proposal (85%)	
Qualification of personnel who may be assigned to the project (25%)	As specified in the qualifications above.
Applicable experience and capability of the firm (15%)	
Current work-load relative to capacity (10%)	
Plan of approach and methodology (50%)	Timelines, event and AVP proposals, overall quality of proposed work (Technical Proposal Requirements per Items 1-4 above)
Financial Proposal (15%)	Proposal should be within the determined ABC and should include the summary of costs and price breakdown per activity