PHILIPPINE BIDDING DOCUMENTS

Procurement of Professional Services for the Development of Online Video Training Modules

IB No. 2025-05-0068

Philippine Competition Commission

06 May 2025

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender.* (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

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

INVITATION TO BID FOR

PROCUREMENT OF PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF ONLINE VIDEO TRAINING MODULES

1. The ***Philippine Competition Commission (PCC)***, through the ***FY 2025 General Appropriations Act*** intends to apply the sum of ***One Million Four Hundred Sixty Thousand Pesos (PhP1,460,000.00)*** being the ABC to payments under the contract for the ***Procurement of Professional Services for the Development of Online Video Training Modules*** under ***Invitation to Bid (IB) No. 2025-05-0068***. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The ***PCC*** now invites bids for the above Procurement Project. Delivery of the Services is required upon receipt of the Notice to Proceed. Bidders should have completed a contract similar to the Project within five (5) years from the date of submission and receipt of bids. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

   Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from ***PCC*** and inspect the Bidding Documents at the address given below during ***office hours from 8:00 A.M. to 5:00 P.M. (Monday through Friday)***.

5. A complete set of Bidding Documents may be acquired by interested Bidders on ***07 May 2025*** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB and internal issuance of PCC Bids and Awards Committee (PBAC), in the amount of ***Two Thousand Pesos (PhP2,000.00)***. The Procuring Entity shall allow the bidder to present its proof of payment of the fees in person or through e-mail.

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

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

6. The ***PCC*** will hold a Pre-Bid Conference on ***14 May 2025, 1:30PM*** at the given address below or through Microsoft Teams teleconference which shall be open to prospective bidders.

7. Bids must be duly received by the PBAC Secretariat through ***IB No. 2025-05-0068*** on ***28 May 2025, 12:00NN*** at ***25th floor Vertis North Corporate Center 1, North Avenue, Quezon City or via e-bid submission through this link:*** https://pccgov.sharepoint.com/sites/E-BIDSubmission. Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. Bid opening shall be on ***28 May 2025, 1:30PM*** at the given address below or through Microsoft Teams Teleconference. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. Bids submitted through online submission must be put in a compressed/zip folder. The compressed folders and the files in it must be ***both password-protected.*** Kindly refer to the Guidelines on PCC E-Bid Submission uploaded under the E-Bid System window of the PCC website. In case of tie, bidders' presence is required during tie breaking through toss coin or draw lots.

11. The ***PCC*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

THE SECRETARIAT
Bids and Awards Committee
Philippine Competition Commission
25F Tower 1, Vertis North Corporate Center,
North Avenue, Quezon City
Telephone No.: (02) 771-9722 local 204
e-mail: procurement@phcc.gov.ph or mrfajutnao@phcc.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents:
https://www.phcc.gov.ph/procurement/request-for-quotation-expression-of-interest-invitation-to-bid/
For online bid submission:
https://pccgov.sharepoint.com/sites/E-BIDSubmission

06 May 2025

[confidential]

ATTY. JOSEPH MELVIN B. BASAS
Chairperson, PCC Bids and Awards Committee

[confidential]

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, ***Philippine Competition Commission*** wishes to receive Bids for the ***Procurement of Professional Services for the Development of Online Video Training Modules,*** with identification number ***IB No. 2025-05-0068***.

The Procurement Project (referred to herein as "Project") is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2025 in the amount of ***One Million Four Hundred Sixty Thousand Pesos (PhP1,460,000.00)***.

2.2. The source of funding is the ***FY 2025 General Appropriations Act***.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the

IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed **within five (5) years** prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.1. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[1] or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until ***one hundred twenty (120) calendar days***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

[1] In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB.**

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as one project having one lot and shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. Qualification.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. Professional Services for the Development of Online Video Training Modules b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
12	i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable); ii. The cost of all customs duties and sales and other taxes already paid or payable. iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and iv. The price of other (incidental) services, if any.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than ***Twenty-Nine Thousand Two Hundred Pesos (PhP29,200.00)***, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ***Seventy-Three Thousand Pesos (PhP73,000.00)*** if bid security is in Surety Bond.
19.3	Please refer to the attached Detailed Technical Specifications.
20.1	The Bidder shall submit certified true copies of the following documents: 1. PhilGEPS Platinum Registration 2. Valid Mayor's/Business Permit 3. SEC Registration Certificate 4. Valid Tax Clearance 5. Latest Income/Business Tax Return 6. Audited Financial Statements 7. Other permits and documents listed in the Detailed Technical Specifications
21.1	No Additional Requirements

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC).**

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	**Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: "The delivery terms applicable to this Contract are delivered to ***PCC***. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." **Delivery and Documents –** Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site are the End-Users of project proponents. **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. **Spare Parts –**

	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.
2.2	The terms of payment shall be as follows: Please refer to Item VIII of the Detailed Technical Specifications
4	Please refer to the attached Detailed Technical Specifications

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

(Please see attached Detailed Technical Specifications)

Section VII. Technical Specifications

(Please see attached Detailed Technical Specifications)

PHILIPPINE COMPETITION COMMISSION
Ensuring businesses compete and consumers benefit

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TECHNICAL SPECIFICATIONS

PROCUREMENT OF PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF ONLINE VIDEO TRAINING MODULES

I. Background

The Philippine Competition Commission ("**PCC**") is a quasi-judicial body mandated to implement Republic Act No. 10667 or the Philippine Competition Act ("**PCA**") and the national competition policy.

As the primary agency tasked to enforce the PCA, the PCC must ensure that its officials and staff are equipped with the requisite knowledge and ability to effectively and credibly implement the law and understand competition policies, frameworks, and concepts. Likewise, the success of the PCC also lies with its stakeholders. That is, the public must understand competition policies and law, the functions and powers of the PCC, among others.

The PCC continues to prioritize advocacy activities, including, but not limited to campaigns, lectures, seminars, and workshops to be delivered through communication tools such as electronic, social media, and other online platforms.

Since its establishment in 2016, the PCC has been actively educating the public about its mandates, activities, achievements, the benefits of competition, the PCA, among others. Unfortunately, it is evident, in the interaction of the Mergers and Acquisitions ("**MAO**") with the public, such as consumers and other government offices, that there remains low awareness of the PCC and the PCA.

To address this, the MAO, through the reconstituted Project Team, will develop online video training modules promoting the services that the MAO provides to its stakeholders, as well as its role in ensuring and upholding competition among businesses in the country.

The following topics will be conceptualized and produced in FY 2025 under the second phase ("**Phase II Project**") of development of online video training modules:

a. Introduction of concepts and frameworks for merger review; and
b. Meetings during Phase 1 and Phase 2 review.

II. Objective

The primary objective of the procurement is to engage the services of a reputable photographer-videographer (hereinafter referred to as the ("**Service Provider**") to

produce online video training modules and publicity materials intended for MAO's online advocacy and capacity-building project.

III. Responsibilities and Scope of Services to be Provided

The Service Provider is expected to produce high quality online video training modules and publicity materials for external services (**"Services"**) of the MAO. The Service Provider is likewise expected to be available for consultations and meetings with the Project Team for the conceptualization and progress monitoring of the online video training modules.

The scope of the Services are as follows:

A. Consultations and meetings for the conceptualization of the online video training modules

- Attend meetings or consultations scheduled by the Project Team for the conceptualization and development of the training modules (e.g., script and storyboard development and approval, syllabus, handouts);
- Initiate meetings to discuss or clarify important matters;
- Prepare and submit storyboards that will enable both the Project Team and Service Provider to: a) define and layout the base outline of each module, b) measure appropriate volume of content per module, and c) identify prospect A-Roll or B-Roll clips for the publicity material, provided that the storyboards are subject to the approval of the Project Team;
- The Service Provider should still be available for coordination until the entire Phase II Project is completed or until 31 December 2025, whichever is later.

B. Production and editing of photo and video for the training modules

- Perform necessary photo, video, and audio shoot/documentation of the two (2) video training modules, through video/still camera and ensure quality of captured audio recording, video footage, and still images, as needed;
- Post-process the photos using Adobe Photoshop/Lightroom or other similar photo editing software;
- Package video presentations (one file per topic) using Adobe Premier Pro or other similar audio-video editing software;
- Edit video footage into an e-learning video presentation/lecture, as needed (sample output to be provided by Project Team),
  i. Include titles and transitions in between topics and speakers,
  ii. Synchronize PowerPoint/PDF Presentation with the video recording of the speaker (PCC to provide presentations and guides with timecodes),
  iii. Synchronize photos/videos/screen recordings with the voice recording of the speaker,
  iv. Input text overlays on the video modules,

v. Include speaker and voice over subtitles on the video output, as deemed necessary by the Project Team, and
vi. Use advanced editing techniques and features;

- Use licensed design inputs or creative commons with attribution to avoid copyright infringement of materials;
- Apply a maximum of three (3) revisions based on Project Team comments and/or inputs, excluding counts of error on the part of the Service Provider;
- Implement comments from Project Team and send revised/final outputs within three (3) days upon receipt of the comments;
- Provide a video proof for comments and inputs of the Project Team, before rendering of files;
- Submit web- and mobile-optimized video file for content streaming on YouTube with 2160p resolution (Full Frame 4096 x 2160; splicing of lengthy videos can be employed if necessary); within one (1) day after the approval of the video proof;
- Submit both raw/unedited and post-processed audio, videos, and/or photos within fourteen (14) days upon approval of the specific project outputs via physical hard drive and/or cloud sharing platforms;
- Submit the following video outputs of the final, approved edited version:
  i. Packaged edited video file in both .mp4 and .webm formats,
  ii. High-definition full-length file with 2160p (Full Frame 4096 x 2160) resolution, for archiving, and
  iii. Full-length file with 480p and 720p resolutions intended for webinar use;
- Delete raw video materials and presentations from the PCC and its partners, which are advised as restricted or confidential, upon fulfillment of the contract; and
- Any other related duties as assigned by PCC.

IV. Other requirements

A. Minimum shooting days
- A minimum of one (1) shooting day (i.e., eight hours) per module is required in the production of the video training modules.
- Shooting days must be done during weekdays (Mondays to Fridays), excluding holidays, within the operating hours of PCC (8:00 AM to 5:00 PM). Shooting days outside of the schedule provided may be done, subject to the agreement of the Service Provider and the Project Team.
- The number of shooting days may be extended upon request by the Project Team or the Service Provider, when necessary.

V. Minimum qualifications of the Service Provider

Minimum Qualifications	Bases
1. **Personnel** • Basic information, including current email address, telephone/ mobile number, relevant work experience and accomplishments, trainings received, if any; • Knowledgeable in using Adobe Premier Pro, Photoshop, Illustrator, or other similar photo and video editing software; • Knowledgeable in using mid-range to professional-level video and camera set-up; • Knowledgeable in the basic elements and principles of visual design and their application;	a. Company Profile b. Comprehensive portfolio of personnel or latest samples of their photography/ videography, video teasers/highlights, and layout outputs, preferably of conferences and business engagements, via a file-hosting site (e.g. Google Drive, Dropbox, WeTransfer, etc.) c. With comprehensive personal portfolio or samples of photography/ videography, video teasers/highlights, and layout outputs, preferably of online video modules or demonstration d. List of client references with contact details e. Project team composition and tasks
2. **Engagement** • Engaged in photography and videography and related services for at least two (2) years;	a. Certificate of Satisfactory Services Rendered, or its equivalent, for at least three completed government and private contracts.
3. **Equipment, Software, and Inputs** • Use of at least mid-range digital SLR/ mirrorless cameras and video and audio recording equipment to ensure photo, video, and audio quality of outputs; • Use of necessary equipment (*i.e.* lights, green screen, etc.); • Use of any widely-used licensed photo/video/design	a. List of company videography, audio, lightning equipment, and software

software in the creation and processing of outputs; and • Use of licensed or open-source digital content to be used for materials (*e.g.* vectors, graphics, backgrounds, fonts, etc.).	

Prospective offers are requested to submit the documentary requirements listed in **Annex A** to ensure that the abovementioned qualifications are met.

VI. Reporting

The Service Provider will report to the MAO Directors and/or his/her designated staff and is expected to work closely with the Project Team on all projects.

The Service Provider should have personnel available for coordination with the Project Team, Mondays to Fridays, within the PCC's operating hours (8:00 AM - 5:00 PM), except on public holidays. Should there be a need to report for urgent project matters, the Project Team will coordinate with the Service Provider in advance for the schedule.

VII. Requirements and Deliverables

Subject to refinement and detailed arrangements to be agreed upon with PCC, the responsibilities of the Service Provider for the project are as follows:

REQUIREMENTS FOR THE PHASE II PROJECT:	OUTPUTS/PROJECTS
• **Initiate meetings and/or attend consultations with the Project Team** • **Preparation and submission of storyboards for two (2) video training modules**	• Attend meetings or consultations scheduled by the Project Team for the conceptualization and development of the training modules (e.g., script and storyboard development and approval, syllabus, handouts) • Conduct meetings with the Project Team if there are matters needed to be clarified For submission: • Storyboards for two (2) video training modules, to be approved by the Project Team
Indoor video shoot within the PCC Office and editing of two (2) video training modules (10-30 minutes per module)	• Use at least a two-camera video and audio recording setup and necessary lighting equipment for the shoot

	• Package video presentations per topic using Adobe Premier Pro or other similar audio-video editing software • Edit raw video footage as needed (sample output to be provided by Project Team) • Include titles and transitions in-between topics and speakers • Synchronize PowerPoint/PDF presentations/photos/videos/screen recordings with the voice recording of the speaker • Input text overlays on the video modules • Include speaker and voice over subtitles on the video output, as deemed necessary by the Project Team • Implement comments and inputs from Project Team • Use advanced editing techniques and features For submission: • First draft of outputs for comments, within three (3) days after the scheduled shoot. • Video proof for comments and inputs of the Project Team, before rendering of files. • Web- and mobile-optimized video file for content streaming on YouTube with 2160p resolution (Full Frame 4096 x 2160; splicing of lengthy videos can be employed if necessary); within one (1) day after the approval of the video proof. • Raw/unedited and post-processed audio, videos, and/or photos within fourteen (14) days upon approval of the specific project outputs • Packaged edited video project file in .mp4 and .webm formats • High-definition full-length file with 2160p (Full Frame 4096 x 2160) resolution, for archiving • Full-length file with 480p and 720p resolutions intended for webinar use

VIII. Intellectual Property Compliance and Contract Termination

The Service Provider shall be solely responsible for ensuring that all materials, content, and services provided do not infringe on any third-party copyrights. In the event of any copyright infringement, the Service Provider shall bear full liability, and PCC shall be indemnified and held harmless from any claims, damages, or legal actions initiated by

the copyright owner. Furthermore, if any such infringement occurs, this contract shall be deemed null and void, and PCC reserves the right to terminate it immediately without any obligation or liability. The exercise of this right shall not preclude PCC from availing other courses of action and remedies open to it under applicable laws.

IX. Mode of Payment and Approved Budget for the Contract

The Approved Budget for the Contract ("**ABC**") for this engagement is **One Million Four Hundred Sixty Thousand Pesos (PhP1,460,000.00)**, inclusive of all applicable government taxes and service charges. The contract is expected to begin immediately after the issuance of Notice to Proceed to the Service Provider.

The contract period is from May to December 2025. The PCC will pay the Service Provider per service with the following service breakdown and timeline:

SERVICES	TIMELINE	% of CONTRACT
Initiate meetings and/or attend consultations with the Project Team for the conceptualization and development of the online video training modules; Submission of storyboards for two (2) video training modules	Within Q2-Q3	10% Upon submission and approval of storyboards for two (2) video training modules
Indoor video shoot, re-shoot, and editing of 10-30-minute online video training module messages, lectures, or testimonials for each topic: • Introduction of concepts in the PCC Merger Review Guidelines • Meetings during Phase I and Phase II Review	Within Q2-Q3	20% Upon submission and approval of one (1) draft edited video training modules 20% Upon submission and approval of one (1) draft edited video training modules
Review and revision of edited raw videos	Within Q4	50% Upon submission and acceptance of the final videos
	Total:	**100%**

Each payment shall be released within fifteen (15) calendar days upon the submission and approval of each required output or project, PCC's issuance of the Certificate of Satisfactory Services Rendered, and written statements and receipts in accordance with government accounting rules and procedures. Payment shall be released within PCC premises.

X. General Conditions

The Service Provider must grant copyright ownership of all videos, photos, audio, both raw and edited, to the PCC. All edited/packaged materials must follow branding specifications of PCC.

XI. Mode of Procurement

The mode of procurement shall be **Public Bidding** provided under the Revised Implementing Rules and Regulations of Republic Act No. 9184.

XII. Information Security and Non – Disclosure Agreement

To ensure protection of PCC assets, maintenance providers are expected to observe and abide by the established PCC Information Security Management System (PCC ISMS) and shall agree to sign a non-disclosure agreement.

All data, documents, records, configuration files and metadata (collectively "Information") to be provided to the Maintenance Provider/s for purposes of delivering the Services are considered confidential information and shall remain the sole property of PCC. The Maintenance Provider/s shall acknowledge the importance of maintaining security and confidentiality of the Information and agree to prevent unauthorized transfer, disclosure, or use of these Information by any third person or entity. Maintenance Provider/s shall not use the Information for any purpose other than in connection with the Services. Maintenance Provider/s shall ensure that it will not retain, after completion of the Services with which the Information was provided, all or any portion of the Information, in any manner whatsoever.

XIII. Liquidated Damages

If the Service Provider fails to deliver any or all of the goods and/or to perform the services within the period specified in this contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of unperformed portion of every day of delay. Pursuant to Section 68 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, once the cumulative amount of liquidated damages reaches ten percent (10%), the Procuring

Entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

XIV. Dispute Agreement/Resolution

Should any dispute related to the contract and/or rights of the parties arise, including issues relating to intellectual property rights, 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.

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

Approved by:

[confidential]

LIANNE IVY P. MEDINA
Director IV, PCC MAO

Date:
28 April 2025

Conforme:

Name and Signature of Authorized Representative

Designation

Company

Date

SUBJECT: PROCUREMENT OF PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF ONLINE VIDEO TRAINING MODULES

ANNEX A

LIST OF DOCUMENTS FOR SUBMISSION

Procuring Entity	Philippine Competition Commission
Address	25th Floor, Vertis North Corporate Center 1, North Avenue, Quezon City 1105
Project Name	Procurement of Professional Services for the Development of Online Video Training Modules
Project Details	As indicated in the Terms of Reference
Whom to Address the Proposal	**Kenneth V. Tanate, PhD** Executive Director Philippine Competition Commission Through: **Atty. Joseph Melvin B. Basas** Chairperson, PCC Bids and Awards Committee
Documents to be Submitted	**Eligibility Documents (to be submitted with the proposals)** • per Section 23 of the Revised IRR of RA 9184
	For firm a. Cover Letter b. Company Profile c. Comprehensive portfolio of personnel or latest samples of their photography/ videography, video teasers/highlights, and layout outputs, preferably of conferences and business engagements, via a file-hosting site (e.g. Google Drive, Dropbox, WeTransfer, etc.) d. List of client references with contact details e. List of photography, videography, audio recording equipment and editing software f. Certificate of Satisfactory Services Rendered, or its equivalent, for at least three completed government and private contracts g. Project Team composition and tasks h. Resume of personnel to be assigned (with basic information, including current email address, telephone/ mobile number, relevant work experience and accomplishments, trainings received, if any)

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR**;

Technical Documents

☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**

☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

☐ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (j) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- ☐ (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

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