

REQUEST FOR PROPOSAL

**Procurement of Service Provider to Design and Produce Branding Materials for the Champions of Competition –
Competition Advocacy Guild Program**

P.R. No./Date Received: 2022-12-0248 / 15 December 2022

RFQ/P No. / Date: 2022-12-0253 / 22 December 2022

The Philippine Competition Commission invites all eligible and PhilGEPS-registered suppliers, contractors and consultants to quote the best offer for the described item in the attached **Terms of Reference** subject to the Terms and Conditions and within the **Approved Budget for the Contract**.

Required Documents/Information to be submitted as Attachments to the Quotation/Proposal:

- Mayor's/Business Permit / BIR Certificate of Registration in case of individual.
- PhilGEPS Registration Number
- Omnibus Sworn Statement (To be issued prior to issuance of Award)
- Signed Terms of Reference

This pro-forma quotation maybe submitted through **registered** or **electronic mail** to the PCC Bids and Awards Committee (PBAC) Secretariat at above address or email to procurementunit@phcc.gov.ph or (assigned PBAC Sec email ivabano@phcc.gov.ph) on or before **26 December 2022, 12:00 NN** subject to the following **Terms and Conditions**:

1. All entries shall be typed or written in a clear legible manner.
2. No alternate quotation/offer is allowed, suppliers who submitted more than one quotation shall be automatically disqualified.
3. All prices offered herein are valid, binding and effective for THIRTY (30) calendar days upon issuance of this document. Alternative bids shall be rejected.
4. Price quotations to be denominated in Philippine Peso shall include all applicable government taxes subject to **(BIR 2306)** 5% R-VAT and **(BIR 2307)** 1% (PO) or 2% (JO) deductions.
5. PCC PBAC Technical Working Group may require you to submit documents that will prove your legal, financial and technical capability to undertake this contract.
6. Salient provisions of the IRR of RA 9184: Section 68 - Liquidated Damages and Section 69 - Imposition of Administrative Penalties shall be observed.
7. PCC reserves the right to reject any and all quotations, declare a failure, or not award the contract pursuant to Sec 41 of the same IRR.
8. In case of tie quotations, suppliers' presence are required during tie breaking through draw lots or toss coin.
9. In case supplier pro forma quotation is submitted, conditions will be governed by the submitted signed **Terms of Reference**.

Very truly yours,



ROMMEL R. OIRA
PBAC Secretariat Head

Item	QTY	ABC	Project Title	Total Amount
				(To be filled-up by the supplier)
1	1	P 98,000.00	Procurement of Service Provider to Design and Produce Branding Materials for the Champions of Competition – Competition Advocacy Guild Program	
			<i>(Please see attached Terms of Reference)</i>	
Total Lot ABC		P 98,000.00	TOTAL Amount:	
Delivery Instructions:			<i>(Please see attached Terms of Reference)</i>	

*(Please provide **complete** information below)*

We undertake, if our Proposal is accepted, to supply/deliver the goods in accordance with the specifications and/or delivery schedule.

We agree to abide by this proposal for the price validity period specified in the terms and conditions and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a Purchase/Job Order or a Contract is prepared and executed, this Quotation/Proposal shall be binding upon us. We understand that you are not bound to accept the lowest or any Proposal you may receive.

Signature over Printed Name : _____

Designation/Position : _____

Name of Company : _____

Address : _____

Telephone / Fax : _____

E-mail Address: _____

Company Tax Identification Number : _____



TERMS OF REFERENCE
PROCUREMENT OF SERVICE PROVIDER TO DESIGN AND PRODUCE
BRANDING MATERIALS FOR THE CHAMPIONS OF COMPETITION-
COMPETITION ADVOCACY PLEDGE

I. Background and Rationale

The Philippine Competition Commission (“PCC” or the “Commission”) is a quasi-judicial body mandated to enforce Republic Act No. 10667 or the Philippine Competition Act (“PCA”) and implement the National Competition Policy.

To aid enforcement of the PCA, the PCC, through its Communications and Knowledge Management Office (“CKMO”), has been disseminating information about competition law among its stakeholders through the conduct of advocacy activities and the publication of knowledge products in multiple platforms, whether physical or digital.

As one of the strategies identified in the PCC’s Advocacy Framework, champion development seeks to increase the capacity (through training, coaching, or mentoring) of individuals to lead others to act in support of competition law and policy.

In line with this, the CKMO-Capacity Building and Advocacy Division (“CBAD”) shall undertake a Commission-approved three-component strategic initiative, the Champions of Competition (“COC”) program. One of the subprojects under COC is the Competition Advocacy Pledge (“CAP”), which aims to build a network of business sector representatives promoting the competition agenda.

II. Objective

As part of the requirements under COC-CAP, the CKMO (“End-user”) proposes to contract the services of a reputable graphic artist/s (“Service Provider”) to produce digital branding materials and design studies intended for the COC.

III. Scope of Services, Implementation Arrangements, and Parties’ Responsibilities

- A. The Service Provider is expected to conduct/deliver the following:
1. Conduct an inception meeting with the End-user for the discussion of the core design elements and branding message that the design/s must convey to their target audience.
 2. Design and layout high-resolution digital branding materials and/or design studies that will be used for the COC. The branding materials will include:
 - a. Header & menu
 - b. Images
 - c. Styling set (fonts/colors/backgrounds) for website content
 - d. Footer
 - e. Logo
 - f. CTA buttons

- g. Sidebar
- h. Forms
- 3. Create and integrate additional design elements as may be determined by the End-user.
- 4. Submit an initial draft/s where the End-user can provide comments to the initial output of the Service Provider.
- 5. Implement comments from End-user and submit final outputs.
- 6. Other tasks to be identified and agreed upon between the Parties during engagement.

B. The following provides the general implementation arrangements for this undertaking:

- 1. Within five (5) business days from the issuance of the Notice to Award (“NOA”), the Service Provider shall conduct an inception meeting to discuss core design elements and branding message of the COC. Within two (2) business days from the inception meeting, Service Provider must also submit an initial layout and a workplan based on the approved timeline of deliverables in this TOR;
- 2. The Service Provider shall implement the approved workplan, following the set of qualifications described in this TOR;
- 3. The Service Provider must secure clearance from the End-user on any revision, and/or adjustment in the implementation of any changes prior to their conduct;
- 4. The Service-Provider shall submit and present the first draft within five (5) business days from the approval of the initial layout for the End-user’s comments;
- 5. The Service Provider shall implement any revisions to the first draft within two (2) business days from receipt of the End-user's comments and submit the revised draft to the End-user for final approval;
- 6. The Service Provider shall maintain the confidentiality of all reports, data, access credentials, and other pertinent information, that will be provided by the PCC. Given this, the Service Provider is required to sign a Confidentiality and/or Non-Disclosure Agreement upon NOA;
- 7. The End-user shall provide overall direction and supervision for the entire conduct of approved activities.

IV. Deliverables and Timeline

The Service Provider will be contracted for approximately fifteen (15) days, with the following details of the deliverables and timeline.

DELIVERABLES	TIMELINE
Inception meeting	Within five (5) business days from issuance of Notice to Award (NOA)
Initial Layout and Approved Workplan	Within two (2) business days after conduct of inception meeting
Draft of branding materials	Within five (5) business days from approval of initial layout
Final submission of branding materials	Within two (2) business days from the submission of Draft 1

V. Qualifications of the Service Provider

PCC’s CKMO proposes to engage the services of an established graphic artist/s specializing in digital media design.

The Service Provider must submit the legal, technical, and financial documents required under Section 24 of the IRR of the Republic Act 9184 (“Government Procurement Reform Act”). The proposal/s will be evaluated using the following criteria:

	Qualifications	Requirements	Points
Applicable experience of the individual or firm	An established graphic artist/s specializing in digital media layout and design.	<ul style="list-style-type: none"> • At least three (3) years experience in the digital media design industry. • Handled at least one (1) similar* project 	20
Quality of personnel to be assigned to this project	<p>Experience: Must have excellent skills in digital media design which includes knowledge on basic elements and principles of visual design and their application, digital user-experience design, and knowledgeable in using Adobe Premier Pro, After Effects, Photoshop, Illustrator and other photo and video editing software</p> <p>Education: In the field of digital or visual arts, digital user-experience design, and other related fields.</p>	<p>Project Manager</p> <ul style="list-style-type: none"> • Experience: Work on one (1) similar* project, AND with three (3) years of experience in the mentioned field/s. • Education: Preferably with Bachelor’s degree in the indicated disciplines. 	40
Overall work commitment	Number of ongoing projects	<ul style="list-style-type: none"> • Preferably handling two (2) ongoing projects only (including uncommenced projects). 	40
TOTAL			100
<i>* refers to development and layout of digital branding materials</i>			

VI. Approved Budget for the Contract (ABC) and Mode of Procurement

The Approved Budget for the Contract for the entire service amounts to **NINETY EIGHT THOUSAND PESOS (Php 98,000.00)**, inclusive of all applicable government taxes and service charges. The Contract shall be a fixed price contract. Any extension of contract time shall not involve any additional cost to the PCC.

The procurement of the consulting services shall be undertaken through Negotiated Procurement-Small Value Procurement, pursuant to provisions of the Revised IRR of RA 9184.

VII. Evaluation and Selection Criteria (Rating Scheme)

Bid proposals shall be evaluated following the criteria prescribed under Annex “A” of the revised IRR of R.A. No. 9184. The bid is determined to be responsive if it is equal or higher

than the hurdle rate of 80%. In addition, the service provider should attach to its bid proposal a filled-out form in Annex A of this document.

VIII. Payment Schedule

Remuneration payments to the Service Provider shall be made based on the schedule below:

Deliverable	% of the contract amount
Inception meeting	10%
Initial Layout and Approved Work-plan	30%
Draft of branding materials	30%
Final submission of branding materials	30%
Total	100%

IX. Reserved Rights on the Use of the Outputs/Deliverables

All concepts and original materials formulated and designed in conjunction with this project shall be owned by the PCC with full and exclusive rights on future use thereof both in the Philippines and internationally.

X. Confidentiality of Data and Information

The Service Provider 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, data and information used and generated through this project will be the sole property of PCC. The consultant shall not use nor disseminate these documents for their own research purposes without the written consent of the PCC.

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 their duty as Service Provider.

XII. Liquidated Damages

In case of delay in the delivery of expected service, the PCC shall, without prejudice to its other remedies under this contract and under applicable law, deduct from the contract price as liquidated damages the applicable rate of one-tenth (1/10) of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract, the PCC reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

XIII. Dispute Resolution

- A. Should any dispute related to the TOR and/or rights of the 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.
- B. 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
- C. Any amendment or additional terms and conditions to the TOR must be in writing, signed and acknowledged by the Parties.

Approved by:

ARNOLD ROY D. TENORIO
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Director III, PCC-CKMO
Date:
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Conforme:
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Name and Signature of Authorized Representative
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Designation