

REQUEST FOR PROPOSAL

Procurement of Service Provider to Design and Produce Branding Materials For the Champions of Competition - Competition and Advocacy Pledge

P.R. No./Date Received: 2023-01-0028 / 17 January 2023

RFQ/P No. / Date: 2023-01-0029 / 25 January 2023

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 zdmorales@phcc.gov.ph) on or before **30 January 2023, 10:00 AM** 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 and Advocacy Pledge	
<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 knowledge about the 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 firm (“Service Provider”) specializing in website development and/or digital media design 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) working days from the issuance of the Notice of Award (NOA), the Service Provider shall conduct an inception meeting to discuss core design elements and branding message of the COC. Within two (2) working days from the inception meeting, Service Provider shall submit an initial layout and workplan based on the approved timeline of deliverables in this Terms of Reference (“TOR”);
2. The Service Provider shall implement the approved workplan, following the set of qualifications described in this TOR;
3. The Service Provider shall first 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) working 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. Confidentiality shall be in accordance with pertinent laws, rules, and issuances of the government and a Confidentiality and/or Non-Disclosure Agreement between the PCC and the Service Provider;
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) working days, with the following details of the deliverables and timeline.

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

V. Qualifications of the Service Provider

PCC’s CKMO proposes to engage the services of an established firm specializing in website development and/or 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, design and microsite development.	<ul style="list-style-type: none"> • At least three (3) years experience in the digital media design industry. • Handled at least two (2) similar* project and shall be supported by a certificate of completion and acceptance on each project. 	40
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: Must be in the field of information technology, web development, multimedia, digital or visual arts, digital user-experience design, and other related fields.</p>	<p>Project Manager</p> <ul style="list-style-type: none"> • Experience: Worked on at least two (2) 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) 	20
TOTAL			100
* refers to development, management and maintenance of websites. hurdle rate: 80%			

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

The ABC 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 be first requested by the Service Provider, subject to PCC’s approval, and shall not involve any additional cost to the PCC or the government.

This procurement 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 Section V of this TOR. 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 the documentary requirements listed in **Annex A** of this TOR, to ensure that the abovementioned qualifications are met.

VIII. Payment Scheme

Full payment of the contract shall be paid within fifteen (15) working days after the issuance of the following:

- a. Billing statement by the Service Provider; and
- b. Certificate of Satisfactory Service issued by PCC.

Billing statement must be provided by the Service Provider within seven (7) working days upon *Final Submission of Branding Materials*¹.

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

¹ Reference: *Section IV. Deliverables and Timeline* of this TOR

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:  <small>Arnold Roy D. Tenorio (Jan 24, 2023 11:12 GMT+8)</small> ARNOLD ROY D. TENORIO  Director III, PCC-CKMO Date: _____

Conforme: _____ Name and Signature of Authorized Representative _____ Designation _____ Company _____ Date
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ANNEX A

LIST OF DOCUMENTS FOR SUBMISSION

Procuring Entity	Philippine Competition Commission
Address	25/F Vertis North Corporate Center 1, North Ave., Quezon City
Project Name	Procurement of Service Provider to Design and Produce Branding Materials for the Champions of Competition – Competition and Advocacy Pledge
Project Details	As indicated on the Terms of Reference
Whom to Address the Proposal	KENNETH V. TANATE, PhD Executive Director Philippine Competition Commission (PCC) Thru: ATTY. JOSEPH MELVIN B. BASAS Chairperson, PCC Bids and Awards Committee
Documents to be Submitted	Eligibility Documents (to be submitted with the proposals) - PhilGEPS Registration Number - Mayor's/Business Permit in case of firm - Accomplished Omnibus Sworn Statement - Conformed Terms of Reference
	For firm a) Cover Letter b) Company Profile /Comprehensive portfolio of latest company outputs via a file-hosting site (e.g. Google Drive, Dropbox, WeTransfer, etc.) c) List of client references with contact details d) List of production equipment and software e) Project Team composition and Resume of Project Team members (with basic information, including current email address, telephone/ mobile number, relevant work experience and accomplishments, educational attainment, trainings received, if any)