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## **REQUEST FOR QUOTATIONS**

### **Procurement of a Service Provider for the Conduct of a Survey on Competition Policy and Environmental Sustainability**

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

**9 January 2024**

# REQUEST FOR QUOTATION

## Procurement of a Service Provider for the Conduct of a Survey on Competition Policy and Environmental Sustainability

Project Title : **Capacity Building to Foster Competition**  
Source of Funding : **ADB Loan 3878-PHI**  
Contract Ref. : **RFQ/OPI/16**

9 January 2024

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 must:
  - a. have experience as a Service Provider of the services covered by this **Request for Quotation (RFQ)**.
  - b. be duly established company with expertise in designing and conducting consumer surveys, research, and other related studies;
  - c. have knowledge or familiarity with national contexts and rules in the Philippines;
  - d. 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.
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.

### Submission and Opening

- (a) Your **Form of Quotation** should be submitted by **8 February 2024, 12:00 NN**, 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

or via online or electronic submission and receipt of bids following the guidelines on the **PCC's Electronic Bid (E-Bid) Submission System** accessible through the PCC website through this link: <https://www.phcc.gov.ph/e-bid-submission-system/>. **You are advised to carefully read and follow the instructions on E-Bid System Manual, and Request Form to Access E-Bid System for the Electronic Submission and Receipt of Bids.** Late bids shall not be accepted.

- (b) Quotations shall be opened in public, in the presence of participating Service Providers' representatives who choose to attend, on the same date as for quotation submission at a time within 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

- (c) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated using the Best Value Method of Evaluation. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.

- (d) The Firm and the Key Experts will be assessed using the technical criteria described in the **Terms of Reference**. To be qualified for further evaluation, the Firm and the Key Experts shall meet the minimum total score of 80%. This technical score is weighted using a technical-financial ratio of 80/20. Thereafter, the total combined score or the best-evaluated score for technical and financial quotations is computed by using the following formula:

$$S = \frac{T}{T_{\text{high}}} (W) + \frac{P_{\text{low}}}{P} (100 - W)$$

Where,

- S = best-evaluated score  
T = total technical score awarded to the Service Provider  
T<sub>high</sub> = technical score achieved by the Service Provider that was scored best among all responsive quotations  
P = evaluated bid price offered by the Service Provider  
P<sub>low</sub> = lowest of all evaluated prices offered among responsive quotations  
W = weight for the technical quotation (80)

- (e) 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

- (f) 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 (S) among all responsive quotations.
- (g) The Service Provider whose quotation has been accepted as the most advantageous quotation per para (f) 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.
- (h) 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

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):<sup>1</sup>

- (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.

If so charged or convicted, please state details:<sup>2</sup>

- (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

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<sup>1</sup> Any such disclosure shall be forwarded by the Client to ADB.

<sup>2</sup> Any such disclosure shall be forwarded by the Client to ADB.

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

Sincerely,



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



# FORM OF QUOTATION

## Procurement of a Service Provider for the Conduct of a Survey on Competition Policy and Environmental Sustainability

\_\_\_\_\_ 2024  
(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/16: Procurement of a Service Provider for the Conduct of a Survey on Competition Policy and Environmental Sustainability 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 Technical Working Group

Date : \_\_\_\_\_



## PRICE SCHEDULE

Item no.	Item or Activity	% of Total Price	Amount (Philippine Peso)
1	Upon submission and acceptance of the workplan, including proof of approval from 6 stores in Metro Manila	15%	PhP _____
2	Upon finalization of the survey and DCE instrument and completion of the pre-test among 5 respondents	50%	PhP _____
3	Upon submission and acceptance of the complete raw data of at least 300respondents	35%	PhP _____
<b>TOTAL</b>		<b>100%</b>	<b>PhP _____</b>

## FORM OF CONTRACT

Name of Contract: **Loan 3878-PHI: Capacity Building to Foster Competition**  
Contract Number: **RFQ/OPI/16: Procurement of Service Provider for the Conduct of a Survey on Competition Policy and Environmental Sustainability**

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: Procurement of Service Provider for the Conduct of a Survey on Competition Policy and Environmental Sustainability 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

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

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
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/16: Procurement of Service Provider for the Conduct of a Survey on Competition Policy and Environmental Sustainability**

## 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 fulfillment 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 **180 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.

**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) 15% upon submission and acceptance of the workplan, including proof of approval from 6 stores in Metro Manila.
- (b) 25% upon finalization of the survey and DCE instrument and completion of the pre-test among 5 respondents.
- (c) 60% upon submission and acceptance of the complete raw data of at least 300 respondents.

**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.

**TERMS OF REFERENCE**

- I. Background
- II. Rationale and Objective of the Assignment
- III. Scope of Work
- IV. Plan of Approach and Methodology
- V. Specification and Qualification Requirements
- VI. Payment Scheme/Schedule
- VII. Reserved Rights on the Use of the Outputs
- VIII. Confidentiality of Data and Information
- IX. Bank's Anticorruption Policy; Standards of Conduct

Annex 1: Price Schedule

Annex 2: Evaluation and Comparison of Bids

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## TERMS OF REFERENCE

### **RFQ/OPI/16: Procurement of Service Provider for the Conduct of a Survey on Competition Policy and Environmental Sustainability**

#### **I. Background**

1. 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 PCC to advocate for a level playing field through a National Competition Policy as embodied in the Philippine Development Plan (PDP) 2017-2022 and its successor, PDP 2023-2028.

2. To support implementation of the PCA and contribute to achieving priority outcomes, the PCC with the assistance from the Asian Development Bank (ADB), is implementing the Capacity Building to Foster Competition Project. The project will contribute in strengthening the institutional capacity of the PCC and other agencies with competition-related mandates by building the capacity of its human resource in competition-related functional areas and in pursuing priority reforms to foster a culture of competition through research and advocacy.

#### **II. Rationale and Objective of the Assignment**

3. The PCC's mandate to foster a culture of competition can be demonstrated through the following functions: (i) issue advisory opinions and guidelines on competition matters supported by evidence-based research and analyses; (ii) intervene or participate in administrative and regulatory proceedings on measures introduced by government agencies which may affect market competition, and (iii) promote capacity building and sharing of best practice with agencies with competition-related mandates. To support these functions, the PCC seeks to further strengthen its technical capacity on competition economics and antitrust enforcement and to broaden knowledge on competition issues in key sectors or industries.

4. The interface between competition policy and environmental, social and governance (ESG) performance is gradually gaining traction as consumers are becoming more conscious of ESG issues. Heightened awareness of ESG, particularly environmental issues, can affect consumers' purchasing decisions and could have important implications on market competition. However, innovators who aim to address ESG concerns face difficulties in gaining market share from incumbent players given consumers' brand loyalty, price sensitivity, cost of switching, or information quality–information believed to entice consumers to switch may end up discouraging purchases.<sup>1</sup>

5. This study uses the case of energy efficient and energy saving light bulbs available in the Philippines to determine the influence of ESG concerns on consumer decisions, the types and channels of product misperceptions, and information to increase the likelihood of product substitution. Results may help increase PCC's understanding on the perception of ESG concerns among consumers, and in determining relevant product markets.

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<sup>1</sup> For example, a light bulb that is marketed as an exceptionally energy-efficient and money-saving product is likely to be ignored by consumers to avoid politically-charged issues; see <https://news.nationalgeographic.com/news/energy/2013/04/130430-light-bulb-labeling/>.





### III. Scope of Work

6. In consultation with the PCC, the service provider will be engaged to conduct (i) a survey and (ii) an incentivized discrete choice experiment (DCE) among light bulb customers in large hardware stores involving at least 300 respondents distributed across 6 locations in Metro Manila.

7. In the survey, participants shall be asked to answer questions to help the researchers determine respondents' misperceptions on a variety of light bulbs, and to disentangle the channels of misperception (e.g., lack of awareness or inability to compute for energy savings from LED light bulbs). In the incentivized DCE, participants shall be asked to make choices between light bulbs with different attributes (e.g., price, kw/h, energy savings, size, wattage, etc.). DCEs allow investigators to explore the relative importance of each attribute of the light bulb that may influence a respondent's decision to choose one bulb over another. To make the experiment incentive-compatible, the service provider must allocate funds for payments to respondents at the beginning of the experiment which can then be spent to "purchase" the light bulb of their choice. Participants will take home both their remaining money and their light bulb of choice.

8. The service provider is expected to:

- i) Finalize the survey and DCE in consultation with the researchers;
- ii) Seek the necessary store approvals for the data collection;
- iii) Pre-test the survey and DCE to at least 5 respondents;
- iv) Conduct at least 300 completed consumer surveys and DCEs across 6 locations in Metro Manila;
- v) Prepare and submit a detailed dataset from the survey and the choice experiment.

### IV. Plan of Approach and Methodology

9. The service provider shall submit a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed staffing plan showing the description of the structure and composition of the team, experience and quality of the service provider and the Project Team, for the conduct of the data collection.

### V. Specification and Qualification Requirements

10. The service provider must be a reputable survey institution/firm institution with quality Project Team Leader and researchers specialized in the field of conducting consumer surveys and related fields of study.

11. Must be able to meet the minimum 80% hurdle rate requirement in the technical bid evaluation based on the criteria and rating scale indicated in **Annex 1** of this Terms of Reference.

### VI. Approved Budget for the Contract

12. The ABC for the project is **PhP850,000.00**, inclusive of all applicable government taxes and services. The contract price shall include all the costs and profits arising from them or in relation to the services rendered in connection with the engagement and until the end of the contract. 11. The price



offer shall be not more than the ABC.

## VII. Payment Scheme/Schedule

13. The target conduct of the data collection will be from 3rd week of February to 4<sup>th</sup> week of July 2024. Payments to the service provider shall be made based on the Price Schedule in **Annex 2**.

Deliverables	Percentage of remuneration cost
Upon submission and acceptance of the inception report and workplan, including proof of approval from 6 stores in Metro Manila	15%
Upon finalization of the survey and DCE instrument and completion of the pre-test among 5 respondents	50%
Upon submission and acceptance of the final report with complete raw data of at least 300 respondents	35%

## VIII. Reserved Rights on the Use of the Outputs

14. All materials and papers formulated and provided in conjunction with this activity shall be owned by the PCC with full and exclusive rights on future use thereof.

## IX. Confidentiality of Data and Information

15. To ensure protection of PCC Information, the service provider/s as well as their research assistants/associates 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.

16. All data, documents, records (collectively “Information”) to be provided to the Project Team for purposes of delivering the Services are considered confidential information and shall remain the sole property of PCC. The service 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. The service provider shall not use the Information for any purpose other than in connection with the Services. The service provider 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.

17. Upon completion of the Services, the service provider shall not keep any copy of the Information in either digital or physical format, including, but not limited to notes, documents, memoranda, and other writing, electronic records, communications, and the like.

## X. Bank’s Anticorruption Policy; Standards of Conduct

18. 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 execution of such contracts. In pursuance of this policy, ADB



- (a) 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 impeding 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.
- (b) will reject a proposal for an award if it determines that the learning 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;
- (c) 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;
- (d) 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<sup>2</sup> 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

<sup>2</sup> Whether as a Consultant, Sub-Consultant or Key Expert; or in any other capacity specified in the Contract

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

(e) will have the right to require that a provision be included in 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.

## 19. Standards of Conduct

The service provider shall ensure that its employees, Experts, and Sub-Consultants 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 service provider shall conduct training programs for its employees, Experts and Sub-Consultants to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment. The learning service provider shall keep an up to date record of its employees and Sub-Consultants who have attended and completed such training programs and provide such records to the PCC or ADB at their first written request.

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.

## Annex 1

### Price Schedule

Item no.	Item or Activity	% of Total Price	Amount (Philippine Peso)
1	Upon submission and acceptance of the workplan, including proof of approval from 6 stores in Metro Manila	15%	PhP _____
2	Upon finalization of the survey and DCE instrument and completion of the pre-test among 5 respondents	50%	PhP _____
3	Upon submission and acceptance of the complete raw data of at least 300 respondents	35%	PhP _____
<b>TOTAL</b>		100%	<b>PhP</b> _____



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## Annex 2

### Evaluation and Comparison of Quotations

1. Quotations determined to be substantially responsive to the Request for Quotation will be evaluated using the Best Value Method of Evaluation. 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 and the Key Experts will be assessed using the technical criteria described in the Terms of Reference. To be qualified for further evaluation, the Firm and the Key Experts shall meet the minimum total score of 80%. This technical score is weighted using technical-financial ratio of 80/20. Thereafter, the total combined score or the best evaluated score for technical and financial quotations is computed by using the following formula:

$$S = \frac{T}{T_{\text{high}}} (W) + \frac{P_{\text{low}}}{P} (100 - W)$$

Where,

- S = best evaluated score  
T = total technical score awarded to the Service Provider  
T<sub>high</sub> = technical score achieved by the Service Provider that was scored best among all responsive quotations  
P = evaluated price offered by the Service Provider  
P<sub>low</sub> = lowest of all evaluated prices offered among responsive quotations  
W = weight for the technical quotation (80)

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 best evaluated score (S) among all responsive quotations.

### Criteria and Rating System for Technical Evaluation of Quotations:

CRITERIA	PARAMETERS	RATING SYSTEM		WEIGHT (%)
<b>1. Survey Firm</b>				<b>40%</b>
<b>A. Applicable Experience of the Survey Firm</b>	i. Years of experience in conducting a consumer survey with a sample of at least 150.	100	With five (5) or more years	50%
		80	With three (3) to four (4) years	
		70	With one (1) to two (2) years	
		0	With less than one (1) year	
	ii. Number of institutions/firms engaged to conduct a consumer survey	100	With more than five (5) institutions/firms	50%
		80	With three (3) to four (4) institutions/firms	
		70	With one (1) to two (2) institutions/firms	
		0	Less than one (1) institution/firm	
<b>2. Key Experts</b>				<b>40%</b>
<b>A. Quality of Project Team Leader (50%)</b>	i. Educational attainment of the Team Leader	100	PhD holder	50%
		90	MS/MA holder	
		80	BS/BA holder	
		0	No BS/BA degree	
	ii. Years of work experience as a Project Team Leader in the conduct of consumer survey and related field of study	100	With more than eight (8) years	50%
		90	With four (4) to eight (8) years	
		80	With at least three (3) years	
		0	With less than three (3) years	
<b>B. Quality of a Project Research Assistant (50%)</b>	i. Educational attainment of the Project Research Assistant/Associate	100	PhD holder	50%
		90	MS/MA holder	
		80	BS/BA holder	
		0	No BS/BA degree	
	ii. Years of work experience as Research	100	With more than eight (8) years	50%
		90	With four (4) to eight	





CRITERIA	PARAMETERS	RATING SYSTEM		WEIGHT (%)
	Assistant/Associate in the conduct of consumer survey and related field of study		(8) years	
		80	With at least three (3) years	
		0	With less than three (3) years	
<b>3. Plan of Approach and Methodology</b>				<b>20%</b>
Description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for the conduct of the consumer survey and related field of study.				
<b>A. Technical Approach, Methodology, and Organization of the Project Team.</b>	i. Quality of Approach and Work Plan	100	Complete understanding of the objectives of the assignment as outlined in the TOR, the technical approach, and the methodology that would be adopted for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and description of the structure and composition of the team.	70%
		50	Incomplete	
		0	None	
<b>B. Work Plan and Staffing</b>	i. Proposal Presentation and Personnel Schedule	100	Complete outline of the plan for the implementation of the main activities or tasks of the assignment, their content and duration, phasing and interrelations, milestones and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to	30%



CRITERIA	PARAMETERS	RATING SYSTEM		WEIGHT (%)
			translate them into a feasible work plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here.	
		50	Incomplete	
		0	None	