

Procurement of Photography and Videography Services for the Multisectoral Forum on the Philippine Competition Act (PCA) and National Competition Policy (NCP) on 28 April 2022 in Baguio City

P.R. No./Date Received: 2022-04-0061/19 April 2022

RFP No. / Date: 2022-04-0062/19 April 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
- Signed Terms of Reference / Technical Specifications Sheet (if applicable)

This pro-forma quotation may be submitted through **registered** or **electronic mail** to the PCC Bids and Awards Committee (PBAC) Secretariat at above address or email to procurement@phcc.gov.ph or amfrancisco@phcc.gov.ph on or before **25 April 2022 at 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
Head, PBAC Secretariat

Item	QTY	ABC	Technical Specifications	Brand/Model	Unit Price	Total Amount
				(To be filled-up by the supplier)		
1		₱ 35,000.00	Procurement of Photography and Videography Services for the Multisectoral Forum on the Philippine Competition Act (PCA) and National Competition Policy (NCP) on 28 April 2022 in Baguio City			
			(Please see attached Terms of Reference/Specifications)			
Total Lot ABC <small>(removed LOT if per item)</small>		₱ 35,000.00	TOTAL Amount (Lot Purchase): <i>(specify if lot/per item purchase)</i>			
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

Requirement	:	Photo and video coverage of the Multisectoral Forum on the Philippine Competition Act (PCA) and the National Competition Policy NCP)
Duty station	:	Baguio City
Duration	:	28 April 2022

Background

The Philippine Competition Commission (PCC) an independent quasi-judicial body mandated to implement the National Competition Policy and enforce Republic Act No. 10667 or the Philippine Competition Act (PCA). The PCA serves as the primary competition law in the Philippines for promoting and protecting competitive markets.

The PCC is intensifying its efforts to ensure that stakeholders are informed about competition policy and law, the Commission itself, and its functions and powers. Thus, as part of PCC's advocacy and capacity-building initiatives that aim to educate and capacitate relevant stakeholders and the public about competition policy and law and the provisions of the PCA, the PCC will conduct the Multisectoral Forum on the PCA and NCP in Baguio City on 27-29 April 2022. To this end, the PCC will require the services of an agency for the photo and video coverage of the said activity in Baguio City.

I. Scope of Work

A. Duties and Responsibilities

The service provider is mainly tasked to serve as described hereunder:

- Perform necessary documentation of the Multisectoral Forum on the PCA and NCP in Baguio City– as source of video footage/photos, through video/still camera and ensure quality of captured video footage and still images;
- Process video presentations using Adobe Premier Pro or other similar audio-video editing software;
- Submit edited videos/photos within ten (10) calendar days after the event;
- Provide/use the service provider's own video and still camera equipment; and
- Cover transportation necessary to complete assignments



II. Qualifications

The service provider must be:

- An individual or firm based in Baguio City;
- With at least 2 years of relevant work experience in carrying out similar projects;
- With excellent skills in using Adobe Premier Pro or other similar video editing software; and
- With excellent skills in using professional level video and still cameras.

III. Professional Fee

The approved budget for the contract is **Thirty-Five Thousand Pesos (PhP35,000.00)** inclusive of all applicable expenses and taxes. The payment shall be released upon the submission of billing statement, required outputs, and the PCC's certification of satisfactory service rendered.

IV. Deliverables and timeline

The service provider shall deliver the following within the prescribed deadline:

Particulars	Deadline
<ul style="list-style-type: none">• Copies of unedited photos and videos as evidenced by transmittal slip duly received by PCC authorized representative	Right after the event
<ul style="list-style-type: none">• Copies edited/processed photos and videos saved in a USB flash drive as evidenced by transmittal slip duly received by PCC authorized representative• Billing statement	Ten (10) days after the event.

V. Confidentiality of Data and Information

To ensure protection of PCC information, service provider/s 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 (collectively "Information") to be provided to the Service Provider for purposes of delivering the Services are considered confidential information and shall remain the sole property of PCC. The Service Providers 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. Service Providers shall not use the Information for any purpose other than in connection with the Services. Service Providers 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.

Upon completion of the Services, any and all Information shall be deleted. 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.

VI. Liquidated Damages

Failure to comply with the Terms and Conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount equal to one-tenth of one percent (.001%) of the cost of unperformed portion for every day of delay. If the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract, the PCC reserves the right to rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

VII. Dispute Agreement/Resolution


In the matter of dispute, should any dispute related to the Contract 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.

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

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

VIII. General Conditions

Agency must grant copyright ownership of all videos, photos, audio both raw and edited to the Philippine Competition Commission. All edited/packaged materials should follow branding specifications of PCC.

Approved by:

ARNOLD ROY D. TENORIO Director, CKMO
Date: <u>19 April 2022</u>

Conforme:

Name/Signature
Date: _____

ANNEX A

NAME OF BIDDER:		
PARTICULARS	Availability (Mark with "X")	Remarks
	28 April 2022	
1. Qualifications		
• Individual or firm based in Baguio City		
• Completed at least 2 years of relevant experience in carrying out similar projects		
• Excellent skills in using Adobe Premier Pro or other similar video editing software		
• Excellent skills in using professional level video and still cameras		
2. Duties and Responsibilities		
• Package video presentations using Adobe Premier Pro or other similar audio-video editing software		
• Perform necessary documentation of abovementioned PCC activity – as source of video footage/photos, through video/still camera and ensure quality of captured video footage and still images		
• Submit unedited photos and videos after the event		
• Submit edited videos/photos within ten (10) days after the event		
• Provide/use video and still camera equipment		
3. Payment Scheme Full payment shall be made after receipt of billing statement, required outputs and issuance of Certificate of Satisfactory Service Rendered by PCC.		
FINANCIAL PROPOSAL The ABC is Thirty-Five Thousand Pesos (PhP35,000) inclusive of all applicable expenses, government taxes and service charges.		

Conforme:

Name and Signature of Authorized Representative

Designation

Company

Date
