

TERMS OF REFERENCE

Production of Collaterals for e-Courses and Webinars for 2022 PCC Activities January-December 2022

I. Background

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

As the primary enforcer of the PCA, the PCC needs to intensify its efforts to ensure that its officials and staff are equipped with the requisite knowledge and ability to effectively and credibly implement the law. Likewise, the Commission needs to ensure that stakeholders are informed about competition policy and law, the new regulatory agency, and its functions and powers.

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. To this end, it will require the services of an agency to produce collaterals for e-courses/webinars.

II. Objective

The primary objective of the project is to contract the services of a reputable photographer-videographer and graphic artist/s to produce collaterals intended for the PCC's online advocacy and capacity building projects.

III. Responsibilities

The Service Provider is expected to produce **online advocacy collaterals and e-learning products for PCC's Communications and Knowledge Management Office (CKMO) activities for 2022.**

A. Design/Layout publicity materials

- Conceptualize and layout posters and other digital materials necessary for the publicity and collaterals of PCC's online advocacy and capacity building projects;
- Conceptualize and process/edit stock PCC materials into digital juice/video teasers or highlights necessary for the publicity and collaterals of PCC's online advocacy and capacity building projects;
- Submit a minimum of two (2) studies for image/video outputs using Adobe Photoshop/ Illustrator/ Premiere, or other similar layout software, for selection of the end-user within three (3) days after receipt of the materials;
- Apply up to three (3) revisions on selected study based on end-user comments and or inputs, excluding counts of error on the part of the service provider;

- Implement comments from end-user and send revised/final outputs within one (1) day upon receipt of the comments, depending on the required revisions; and
- Use licensed design inputs, or creative commons with attribution to avoid copyright infringement of materials.

B. Production and editing of photo and video materials

- Perform necessary photo, video, and audio shoot/documentation of PCC activities through video/still camera and ensure quality of captured audio recording, video footage, and still images, as needed;
- Post-process 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 end-user)
 - Include titles and basic transitions in between topics and speakers
 - Synchronize PowerPoint/PDF Presentation with the video recording of the speaker (PCC to provide presentations and guides with timecodes);
 - Include speaker and voice over subtitles on the video output, as deemed necessary by the end-user
- Use licensed design inputs or creative commons with attribution to avoid copyright infringement of materials;
- Submit first draft of outputs for comments, within three (3) days after receipt of the materials/the scheduled shoot;
- Apply a maximum of three (3) revisions based on end-user comments and or inputs, excluding counts of error on the part of the service provider;
- Implement comments from end-user and send revised/final outputs within one (1) day upon receipt of the comments, depending on the required revisions;
- Provide a video proof for comments and inputs of the end-user, before rendering of files;
- Submit web-optimized video file for content streaming, at least 720p resolution and a maximum of 1080p resolution, not exceeding 300MB, (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;
- Submit the following video outputs of the final, approved edited version:
 - packaged edited video file; and
 - high-definition full-length file, at least 1080p, for archiving;
- 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.

The PCC CKMO-CBAD shall provide:

- Orientation on the requirements/deliverables;
- Sample outputs from previous activities;
- Advance notice on the schedule of each project;

- Initial creative direction of projects;
- Program and other pertinent information for photography/video credentials (as needed); and
- Access to repository of raw and post-processed videos and/or photos.

IV. Minimum qualifications for the Service Provider

A. Personnel¹

- Engaged in photography and videography and related services for at least two (2) years;
- Knowledgeable in using Adobe Premier Pro, Photoshop, Illustration, or other similar photo and video editing software;
- Knowledgeable in using mid-range-professional-level video and camera set-up;
- Knowledgeable in the basic elements and principles of visual design and their application; and
- With comprehensive personal portfolio or samples of photography/videography, video teasers/highlights, and layout outputs, preferably of conferences and business engagements.

B. Equipment, software, and inputs

- Use at least mid-range digital SLR/ mirrorless cameras and video and audio recording equipment to ensure photo, video, and audio quality of outputs;
- Use any licensed photo/video/design software in the creation and processing of outputs; and
- Use 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.

V. Reporting

The Service Provider will report to the PCC CKMO Director and/or his designated staff and is expected to work closely with the CKMO-Capacity Building and Advocacy Division (CBAD) on all projects.

The Service Provider should have personnel available for coordination with the end-user, Monday to Friday, within the PCC's operating hours (8:00am-5:00pm), except on public holidays. Should there be a need to report for urgent project matters, the end-user will coordinate with the Service Provider in advance for the schedule.

¹ Pursuant to Section 33.3 of the 2016 Revise IRR of R.A.9184, there should be no replacement of key personnel before the awarding of contract, except for justifiable reason, such as, illness, death, or resignation provided it is duly supported by relevant certificates, or any delay caused by the procuring entity. The procuring entity shall immediately consider negotiation with the next ranked consultant if unjustifiable replacement of personnel by the first ranked firm is made. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons, subject to appropriate sanctions as prescribed in the PBDs.

VI. Requirements and Deliverables

Subject to refinement and detailed arrangements to be agreed to with PCC, the proposed responsibilities for the twelve (12) activities are as follows:

Requirements per activity:	OUTPUTS/PROJECTS
<p>Two (2) Publicity Materials/Collaterals</p>	<p>Selection items:</p> <ol style="list-style-type: none"> 1. Online and Social Media Materials (at least four images per post for <i>Facebook, Twitter, Website</i>) 2. Poster/Invitation, Event Banner (<i>Zoom, MS Teams Webinar</i>), and PowerPoint Presentation template (<i>Background image for Title, sub-title, and content</i>) 3. Infographic
<p>One (1) Video event title card/ Video introductions</p>	<p>Selection items:</p> <ol style="list-style-type: none"> 1. 10 activity and speaker cards (3-10 seconds/card) 2. Video Activity Highlight reel (1-2 minutes)
<p>Indoor/outdoor video shoot and editing of video messages, lectures, or testimonials</p> <p><i>*Note: Subject to changes, depending on current COVID-19 community quarantine guidelines in place</i></p>	<ul style="list-style-type: none"> • Perform necessary photo, video, and audio shoot/documentation for a whole day shoot of 6-8 hrs • Use at least a two-camera video and audio recording setup and necessary lighting equipment for the shoot • Submit at least ten (10) edited/processed highlight photos at the end of the last day of each event/project for uploading on the PCC’s official social media accounts • 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 end-user) • Include titles and basic transitions in-between topics and speakers • Include speaker and voice over subtitles on the video output, as deemed necessary by the end-user <p>For submission:</p> <ul style="list-style-type: none"> • First draft of outputs for comments, within three (3) days after the scheduled shoot • Web-optimized video file for content streaming, at least 720p resolution and a maximum of 1080p resolution, not exceeding 300MB, (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 • High-definition full-length file, at least 1080p, for archiving

VII. Mode of Payment and Approved Budget for the Contract

The Approved Budget for the Contract (ABC) for this engagement is **THREE HUNDRED AND SIXTY THOUSAND PESOS (PhP360,000.00)**, inclusive of all applicable government taxes and service charges.

The PCC will pay the Service Provider **per activity** with the following service breakdown:

SERVICES
12 Activities Publicity Materials/Collaterals (2 per activity) Video event title card/ Video introductions (1 per activity)
6 Activities Indoor/outdoor video shoot and editing of video messages, lectures, or testimonials

Each payment shall be released within 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.

VIII. General Conditions

The Service Provider 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.

IX. Mode of Procurement

The mode of procurement shall be Negotiated Procurement-Small Value Procurement provided under the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

X. 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.

XI. 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 the Section 68 of the aforementioned act. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the maximum is reached, the procuring entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.


XII. Dispute Agreement/Resolution

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.

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

Approved by:



ARNOLD ROY D. TENORIO
Director III, PCC-CKMO

Date:
14 October 2021

Conforme:

Name and Signature of Authorized Representative

Designation

Company

Date

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 Professional Services for the Production of Collaterals for e-Courses and Webinars (January-December 2022)	
Project Details	As indicated on the Terms of Reference	
Approved Budget for the Contract	Php 360,000.00 (inclusive of all applicable government taxes)	
	Prospective bidders are requested to specify proposed rates per service/activity required under this TOR:	
	SERVICES	PROPOSED RATE PER ACTIVITY
	12 Activities Publicity Materials/Collaterals (2 per activity) Video event title card/ Video introductions (1 per activity)	
	6 Activities Indoor/outdoor video shoot and editing of video messages, lectures, or testimonials	
	TOTAL	
Whom to Address the Proposal	EXECUTIVE DIRECTOR KENNETH V. TANATE, PhD Philippine Competition Commission Thru: DIR. JESON Q. DELA TORRE Chairperson, PCC Bids and Awards Committee Director IV, Administrative Office	
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 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	

	<ul style="list-style-type: none">e. List of photography, videography, audio recording equipment and editing softwaref. Certificate of Satisfactory Services Rendered, or its equivalent, for completed government and private contractsg. Project Team composition and taskingsh. Resume of Project Team members (with basic information, including current email address, telephone/ mobile number, relevant work experience and accomplishments, trainings received, if any)
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[EARLY PROCUREMENT] Production of Collaterals for e-Courses and Webinars EPA FY2022

Final Audit Report

2021-10-21

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"[EARLY PROCUREMENT] Production of Collaterals for e-Courses and Webinars EPA FY2022" History

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