

TERMS OF REFERENCE
Procurement of Consulting Services
for the Design and Layout of Three (3) sets
of Information, Education, and Communication (IEC) Materials
(Philippine Competition Bulletin, PCC Policy Note, and Updated PCC Publications)

I. RATIONALE

The Philippine Competition Commission (PCC) was established through the passage of the Philippine Competition Act (also known as Republic Act No. 10667) in 2015. As an independent quasi-judicial body tasked with enforcing the PCA, among the main tasks of the PCC in the immediate- to medium-term is the conduct of communication and advocacy activities to educate the general public of the provisions of the Act and inform them of developments in competition policy implementation. This advocacy would require the production of information, education, and communication (IEC) materials in a way that would enhance understanding of this new law and its relevance to the lives of ordinary Filipinos. These IEC materials are disseminated through the various public for a and seminars that the PCC is conducting, as well as through the agency's website, social media platforms, and the traditional media.

II. SCOPE OF WORK

The Communication and Knowledge Management Office (CKMO) is proposing to contract a firm to design and layout the following IEC materials:

1. Philippine Competition Bulletin

- a. Quantity: 2 issues (2nd and 3rd Quarter 2018)
- b. Size: A3 (spread)
- c. Fold type: Single fold
- d. Colors: Full color (should follow the color palettes approved in the PCC Brand Guidelines)
- e. Number of pages: 16 – 24 pages per issue (at least 30% of the total number of pages should have illustrations/drawings, if appropriate, and photos)

2. PCC Policy Note

- a. Quantity: 2 issues
- b. Size: A3 (spread)
- c. Fold type: Single fold
- d. Colors: Full color (should follow the color palettes approved in the PCC Brand Guidelines)
- e. Number of pages: 4-8 pages per issue

3. Updated Publications

- a. Frequently asked questions (FAQs) on Competition
 - i. Size (in spread): A4 (8.27" x 11.69") or Custom Size (10" x 13")
 - ii. Colors: Full color (should follow the color palettes approved in the PCC Brand Guidelines)
 - iii. Number of pages: 16-24 pages (at least 50% of the total number of pages should have illustrations/drawings, if appropriate)
- b. Guide for Business

- i. Size (in spread): A4 (8.27" x 11.69") or Custom Size (10" x 13")
 - ii. Colors: Full color (should follow the color palettes approved in the PCC Brand Guidelines)
 - iii. Number of pages: 40-48 pages (at least 50% of the total number of pages should have illustrations/drawings, if appropriate)
- c. Primer
- i. Size (in spread): A4 (8.27" x 11.69") or Custom Size (10" x 13")
 - ii. Colors: Full color (should follow the color palettes approved in the PCC Brand Guidelines)
 - iii. Number of pages: 40-48 pages (at least 50% of the total number of pages should have illustrations/drawings, if appropriate)
- d. Handbook for the General Public
- i. Size (in spread): A4 (8.27" x 11.69") or Custom Size (10" x 13")
 - ii. Colors: Full color (should follow the color palettes approved in the PCC Brand Guidelines)
 - iii. Number of pages: 32-36 pages (at least 50% of the total number of pages should have illustrations/drawings, if appropriate)

III. CONTRACT DURATION

The contract shall be for approximately three (3) months from the provision of the first content material or until 31 December 2018.

IV. RESPONSIBILITIES OF THE PARTIES AND OTHER ARRANGEMENTS

The PCC-CKMO (*end-user*) shall:

- a. Draft the writeup/contents for the abovementioned IEC materials;
- b. Provide copy of the PCC brand guidelines, for the service provider's reference;
- c. Give comments/approval on the submitted designs/studies of the service provider; and
- d. Facilitate the payment to the *service provider* within the prescribed period.

The *service provider* shall:

- a. Entitle the *end-user* at least three (3) revisions on the drafts of each of the IEC material, based on the approved outline or design studies;
- b. Follow the PCC brand guidelines in designing and developing the subject IEC materials;
- c. Present at least two (2) design studies for the front and back covers of each of the following IEC materials:
 - FAQs on Competition
 - Guide for Business
 - Primer
 - Handbook for the General Public
- d. Avoid using stock images, as much as possible, in designing and developing the subject IEC materials. If stock images cannot be avoided, the *service provider* shall shoulder the fees for the perpetual rights/royalty of the images;
- e. Submit all the file packages, with editable formats (e.g. InDesign, tiff, etc.) to the *end-user* within the prescribed time indicated below; and

- f. Submit at least five (5) printed sample copies of each of the IEC materials within the prescribed time indicated below.

Deliverable/s	Timeline
First laid-out draft of each of the Philippine Competition Bulletin issue	Within 3 business days from receipt of PCC draft content for each issue
Final laid-out draft of each Philippine Competition Bulletin issue, including all the related files in editable formats (e.g. indd, tiff, etc.)	Within 3 business days from receipt of final comments from PCC-CKMO on the laid-out draft.
First laid-out draft of each PCC Policy Note	Within 2 business days from receipt of PCC draft content for each issue
Final laid-out draft of each PCC Policy Note, including all the related files in editable formats (e.g. indd, tiff, etc.)	Within 2 business days from receipt of final comments from PCC-CKMO on the laid-out draft.
First draft of the laid-out PCC FAQs on competition	Within 5 business days from receipt of PCC draft content
First draft of the laid-out Guide for Business	Within 5 business days from receipt of PCC draft content
First draft of the laid-out Handbook for the General Public	Within 5 business days from receipt of PCC draft content
First draft of the laid-out Primer	Within 5 business days from receipt of PCC draft content
Final draft of the laid-out PCC FAQs on competition, including all the related files in editable formats (e.g. indd, tiff, etc.)	Within 5 business days from receipt of PCC's final comments
Final draft of the laid-out Guide for Business, including all the related files in editable formats (e.g. indd, tiff, etc.)	Within 5 business days from receipt of PCC's final comments
Final draft of the laid-out Handbook for the General Public, including all the related files in editable formats (e.g. indd, tiff, etc.)	Within 5 business days from receipt of PCC's final comments
Final draft of the laid-out Primer, including all the related files in editable formats (e.g. indd, tiff, etc.)	Within 5 business days from receipt of PCC's final comments

V. SELECTION CRITERIA

The legal and technical proposals of the bidders will be evaluated based on the following criteria with a hurdle rate of 70_____:

Criteria	Points
I. Applicable experience of the consultant or firm	70
II. Quality of personnel to be assigned to the project	20
III. Current workload relative to capacity	10
TOTAL	100

With the foregoing, the Consulting Firm and team members, to be assigned in this project, are preferred to possess the following qualifications:

Criteria	Preferred Qualification/s
Applicable experience of the Consulting Firm	<p>A group entity in the Philippines, with at least three (3) years of similar and/or relevant work experience in the required activities (i.e. development of IEC materials, graphics/layout design, and illustration).</p> <p>The firm must also provide documentary proof that it maintained good professional relationships with former clients as evidenced by certificates of satisfactory service from at least three (3) clients for the last 12 months. Certificates of satisfactory</p>

	<p>service must be for similar and/or relevant work and must be accompanied by samples of the said printed works.</p> <p><i>(Please accomplish the attached Forms A and B)</i></p>
Quality of the personnel to be assigned to this project	<p>Preferably, at least two (2) graphics/layout artists will be assigned to this project, who meet the following:</p> <p>Experience: Had been involved in five (5) similar projects in the past three (3) years AND/OR with three (3) years of experience in the field/s mentioned above.</p> <p>Training: With at least 24 hours of training in digital publishing programs.</p> <p>Education: With Bachelor's degree in Communication, Design and Arts, Marketing Communications, Multimedia Arts, Animation, Arts Management, Digital Media, Advertising, and other similar and/or relevant fields.</p> <p><i>Note: Pursuant to Section 33.3 of the revised IRR, there should be no replacement of key personnel before the awarding of the 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. 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.</i></p>

VI. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) for the entire services amounts to **TWO HUNDRED TWENTY FOUR THOUSAND PESOS (Php224,000.00)**, inclusive of all applicable government taxes and service charges. The Consultancy Services shall be a fixed price contract. Any extension of contract time shall not involve any additional cost to the PCC.

VII. PAYMENT SCHEMES/SCHEDULE

Remuneration payments to the consultancy firm shall be made based on the schedule below:

Activity	Percent of the budget
Upon acceptance by PCC-CKMO of the final laid-out PCB 2018 Q2 issue	8%
Upon acceptance by PCC-CKMO of the final laid-out PCB 2018 Q3 issue	8%
Upon acceptance by PCC-CKMO of the final laid-out Policy Note #1	8%
Upon acceptance by PCC-CKMO of the final laid-out Policy Note #2	8%
Upon acceptance by PCC-CKMO of the first draft of the laid-out PCC FAQs on Competition, and at least 5 printed sample copies.	8%
Upon acceptance by PCC-CKMO of the final laid-out PCC FAQs on Competition, including all the related files in editable formats (e.g. indd, tiff, etc.), and at least 5 printed sample copies.	9%
Upon acceptance by PCC-CKMO of the first draft of the laid-out PCC guidebook for businesses, and at least 5 printed sample copies.	8%
Upon acceptance by PCC-CKMO of the final laid-out PCC guidebook for businesses, including all the related files in editable formats (e.g. indd, tiff, etc.), and at least 5 printed sample copies.	9%
Upon acceptance by PCC-CKMO of the first draft of the laid-out PCC Primer, and at least 5 printed sample copies.	8%
Upon acceptance by PCC-CKMO of the final laid-out PCC Primer, including all the related files in editable formats (e.g. indd, tiff, etc.), and at least 5 printed sample copies.	9%

Activity	Percent of the budget
Upon acceptance by PCC-CKMO of the first draft of the laid-out PCC Handbook for the General Public, and at least 5 printed sample copies.	8%
Upon acceptance by PCC-CKMO of the final laid-out PCC Handbook for the General Public, including all the related files in editable formats (e.g. indd, tiff, etc.), and at least 5 printed sample copies.	9%

VIII. RESERVED RIGHTS ON THE USE OF OUTPUTS/ DELIVERABLES

All creative 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 in all media platforms both in the Philippines and internationally. All materials (e.g. sound effects, stock photos, etc.) to be used in the outputs shall have perpetual royalty in favor of PCC.

IX. 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. 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.

X. DISPUTE RESOLUTION

- A. 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.
- 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 Contract must be in writing, signed and acknowledged by the Parties.

Approved by:

ARNOLD ROY D. TENORIO

Director, CKMO

Date:  9/17/18

Conforme:

Name and Signature

Designation:

Company:

Date:

Annex A.
EVALUATION CRITERIA

Criteria	Percentage points
A. Quality of firm	70
1. <i>Years of similar and/or relevant work experience</i>	20
2. <i>Contract fees of similar and/or relevant work experience</i>	30
3. <i>Number of contracts with certificates of satisfactory rating in similar and/or relevant service for the last 12 months</i>	20
B. Quality of consultant/s	20
1. <i>Years of similar and/or relevant experience of the in-house graphic artist/illustrator/ animator to be assigned in the project</i>	5
2. <i>Number of similar and/or relevant training hours</i>	5
3. <i>Educational background</i>	5
4. <i>Number of in-house graphic artist/illustrator/ animator to be assigned in the project</i>	5
C. Overall work commitment (job capacity)	10
TOTAL	100

ANNEX-B
Form A: Statement of Completed Contracts

This is to certify that _____ has the following completed contracts for the period
 CY _____.

Name and Location of the Contract	Date of Award of the Contract	Type and Brief Description of Consulting Services	Consultant's Role (Main Consultant, Sub-Contractor, Partner in a JV, etc.)	Amount of Contract	Contract Duration (in years, months and days)
1					
2					
3					
4					
5					
6					
7					
8					
9					

Submitted by: _____

Name and Signature of Authorized Representative _____

Date: _____

**Instructions:*

a) *Cut-off date: The day before the deadline of submission of eligibility documents or proposal.*

b) *State completed contracts for the last three (3) years. Contracts that are similar to the project being procured, in terms of nature and amount, shall be prioritized for inclusion in the list.*

ANNEX-C
Form B: Statement of Ongoing and Awarded But Not Yet Started Contracts

This is to certify that _____ has the following ongoing and awarded but not yet started contracts:

Name and Location of the Contract	Date of Award of the Contract	Type and Brief Description of Consulting Services	Consultant's Role (Main Consultant, Sub-Contractor, Partner in a JV, etc.)	Amount of Contract	Contract Duration (in years, months and days)
1					
2					
3					
4					
5					
6					
7					
8					
9					

Submitted by: _____

Name and Signature of Authorized Representative _____

Date: _____

***Instructions:**

- a) State all ongoing contracts, including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of the day before the deadline of submission of eligibility documents/proposal.
- b) If there is no ongoing contract, including awarded but not started as of the aforementioned period, state none or equivalent term.