

REQUEST FOR PROPOSAL

REFERENCE NO.: MR24-06-083

We are inviting all interested consultancy firms to submit their best proposal for the **PROCUREMENT OF CONSULTING SERVICES FOR THE EVENT PROPOSAL AND CONCEPTUALIZATION OF NATIONAL DEVELOPMENT COMPANY'S PLANNED SUSTAINABILITY AWARDS ON DECEMBER 12, 2024**

Terms of Reference

I. OVERVIEW

The National Development Company (NDC) seeks consulting services for the proposal and conceptualization of its planned Sustainability Awards, scheduled for the 4th quarter of 2024. This initiative aligns with the guidelines outlined in the attached concept paper. This ceremony aims to identify and acknowledge eligible institutions that have been thriving for a significant amount of time and/or contributing substantially to their respective sectors. As such, they must naturally fall under the NDC's established investment criteria: pioneering, developmental, sustainable, inclusive, and innovative.

II. SCOPE OF WORK

- a. Conceptualize and finalize an Awards proposal with adherence to NDC's mission, vision, mandate, and investment criteria with reference to the concept paper, containing, but not limited to, the following:
 - Awards Name (2-3 options – *current name can be included);
 - Research on the type of companies/institutions that are still in existence in the Philippines; as this would form the backbone of determining the type of Awards which NDC will organize and support yearly starting from 2024.
 - Design of trophies once final concept and categories are completed
 - Criteria for Judging;
 - Process for the recruitment of judges (i.e. selection, vetting, and finalization); and
 - Identify honoraria or tokens for the judges (within the bounds of the Procurement Law).
 - Actual flow of award program as part of the 105th Year-End Anniversary Celebration by NDC on December 12, 2024.
 - Said Awards will then be held and play a starring role in NDC's 105th Year-end Celebration that will happen on December 12, 2024.
- b. Present and discuss the awards proposal to an Awards Committee that will be formed by NDC.
- c. Revise the awards proposal as needed.

III. OTHER TERMS

- a. The Service Provider shall provide all necessary personnel, equipment, tools, machines, materials, and other consumables to complete the works.
- b. All permits and/or licenses required for the work shall be the responsibility of the Service Provider.

IV. SPECIAL PROVISIONS

- a. No employer-employee relationship shall exist between NDC and the SERVICE PROVIDER personnel. The NDC shall be free from any claims by the SERVICE PROVIDER's personnel as regards their employment, the same being the responsibility of the SERVICE PROVIDER as an employer. In case of a suit where NDC is impleaded as an indirect employer, the SERVICE PROVIDER shall defend and protect NDC's interest. Any legal fees and expenses that may be incurred by NDC as a consequence of such claims shall be for the account of the SERVICE PROVIDER.
- b. No adjustment in the contract price shall be allowed during the term of this CONTRACT except in cases where the cost of the awarded CONTRACT is affected by the applicable new law, ordinance, regulation or other act of Government promulgated after the bidding. In which case, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis to the SERVICE PROVIDER under Sec. 61 of the Implementing Rules and Regulations of RA 9184.
- c. The parties shall promptly discuss and strive for an amicable resolution of any issue or dispute that may arise between them from the Contract.

All actions and controversies that may arise from this Contract including but not limited to demands for specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled within thirty (30) calendar days through amicable means, such as but not limited to the mutual discussion. Should the dispute remain unresolved by the end of the aforementioned period, the dispute shall be settled following the applicable provisions of Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004.

When it is necessary to seek judicial relief, NDC and the SERVICE PROVIDER hereby agree that any legal action, suit, or proceeding arising out of or relating to the Contract shall be instituted in any competent court in Makati City, to the exclusion of other courts of equal jurisdiction.

If NDC is compelled to commence an arbitration or seek judicial relief to enforce the provisions of this Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the Contract price or the amount claimed in the arbitration or judicial action, whichever is higher, aside from the costs of arbitration or litigation, whichever is applicable, and other expenses incidental thereto.

- d. The SERVICE PROVIDER shall be liable for the following:
1. All damages, losses, liabilities, obligations, and claims, monetary or otherwise, that may result, arise, and accrue from the performance of the Contracted Services or any violation by the SERVICE PROVIDER of its warranties, guarantees, and undertakings and the terms and condition of this CONTRACT;
 2. All damages, losses, liabilities, obligations, and claims, monetary or otherwise, for any accident or loss of life or injury to third persons or their property arising from, on the occasion of, or in connection with the performance by the SERVICE PROVIDER of any of its obligation under this Contract due to the act, omission, fault or negligence of the SERVICE PROVIDER or any of its personnel.

The SERVICE PROVIDER shall hold NDC free and harmless from any liability for the foregoing damages, losses, obligation, and claims by third persons; provided, that if NDC shall be sued and be held liable therefor, the SERVICE PROVIDER shall defend NDC before any agency, office, tribunal or court, and shall assume such liability principally and directly for the benefit of NDC. If for any reason, NDC is made to pay such damages, losses, obligations, and claims by third parties, the SERVICE PROVIDER shall reimburse NDC for any payments that it may make, as well as expenses and costs, including but not limited to litigation expenses and legal fees that may be incurred by NDC in connection therewith. NDC may, at its sole option, and without prejudice to other remedies, deduct all such payments from any amount that may be due to the SERVICE PROVIDER.

- e. Should any of the terms and conditions or any part or clause of this CONTRACT be declared void or unenforceable by a competent authority, the same shall not invalidate the other terms and conditions, parts, or clauses of this CONTRACT, which shall continue to be in full force effect.
- f. As required under Executive Order (EO) 398, the SERVICE PROVIDER shall submit income and business tax returns duly stamped and received by the Bureau of Internal (BIR), before entering and during the duration of this CONTRACT. Through its responsible officer, the SERVICE PROVIDER shall also certify under oath that it is free and clear of all tax liabilities to the government. The SERVICE PROVIDER shall pay taxes in full and on time and that failure to do so will entitle NDC to suspend or terminate this Contract.
- g. The PARTIES herein shall abide by the restrictions and requirements of R.A. No. 10173 or the Data Privacy Act of 2012 and any other applicable laws, rules, or regulations on acquiring and/or processing any information that may be required in the course of, or as a result of, this contract.

If a Party encounters a breach of personal or sensitive personal information which the other acquired due to this contract, said Party shall immediately notify the other Party of the same. The Parties reserve their rights to apply security measures to minimize the

impact of the breach and report the same to the National Privacy Commission (NPC) for appropriate action.

V. NON-WAIVER OF RIGHTS

The failure of NDC to insist upon the strict compliance by the SERVICE PROVIDER with any of the terms, conditions, and covenants of this CONTRACT shall not be deemed a relinquishment or waiver of any rights or remedy that NDC may exercise, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions, and covenants hereof which shall continue to remain in full force and effect. No waiver by NDC of any of its rights hereunder shall be deemed to have been made unless expressed in writing and signed by NDC through its duly authorized agents.

VI. ELIGIBILITY REQUIREMENTS

1. PhilGEPS Registration Certificate (certified true copy) or PhilGEPS Registration Number.
2. Must possess technical or specialized expertise in Awards Conceptualization, Planning and Implementation; Public Relations; Research; Events Management; and Integrated Marketing Communications.
3. Must have experience in promoting and marketing trade, exports/re-exports, commerce, and investment of a country (via a government agency, government-backed agency, quasi-government agency, multilateral agency, or similar) or an organization.
4. Must have experience in conceptualizing and/or organizing own awards from conceptualization to planning, implementation and execution; and understanding of awards process from content, promotion and events management.
5. Valid and current Mayor’s Permit (certified true copy), for Individuals, BIR Certificate of Registration (certified true copy)
6. Omnibus Sworn Statement (Notarized and in accordance with GPPB Circular 04-2020 dated September 16, 2020)
7. Professional License / Curriculum Vitae (for Individual Consultant)

Eligibility Check and Shortlisting Criteria and Ratings (70% passing score)

1	APPLICABLE EXPERIENCE/QUALIFICATION OF THE COMPANY	70%
1.1	Years of Experience (if collective, individual/consultant with the longest year of establishment will be considered)	20%
	Five (5) or more years	20
	Two (2) to Four (4) years	15
	One (1) year and below	5

1.2	Number of awards-related event that the company has conceptualized or has been commissioned to conceptualize for the past 5 years	30%
	Three (3) or more projects completed	30%
	One to two (1-2) projects completed	20%
	No projects completed but with pending completion	5%
1.3	Number of integrated marketing communications and events management projects for investments and/or trade related events organized either as its own event or for a reputable client in the government and the private sector for the past 5 years	20%
	Five (5) or more projects completed	30%
	Three to four (3-4) projects completed	20%
	One to two (1-2) projects completed	5%
2	QUALIFICATIONS AND CREDENTIALS OF KEY PERSONNEL TO BE DEPLOYED	20%
2.1	Educational attainment of key personnel. Project Head or Director should have at least 5 years of experience in conceptualization, planning, marketing and communication of awards-related projects. Should also be a degree holder:	10%
	Doctorate	10%
	Masters	5%
	Bachelor	2%
2.2	At least one member has an experience in conceptualization, planning, marketing and communication, and execution of awards-related projects.	10%
	Six (6) years and more	10%
	Four (4) to Five (5) years	5%
	Two (2) to (Three) 3 years	2%
3	Number of ongoing related projects	10%
	One (1) to Three (3) ongoing projects	10%
	Four (4) to Five (5) ongoing projects	5%
	Six (6) or more ongoing projects	2%
	GRAND TOTAL	100%
	PASSING RATE	70%

VII. TIMETABLE AND CONTRACT COST

This contract shall be effective for a period of five (5) months commencing upon receipt by the Consultant of Notice to Proceed (NTP).

The Approved Budget for the Contract (ABC) is **Nine Hundred Ninety Thousand pesos (Php 990,000)** including applicable taxes.

VIII. TERMS OF PAYMENTS

Payment shall be done in four (4) tranches:

Tranche	Deliverables	Percentage of payment
1 st Tranche	Upon receipt of Notice to Proceed	15%
2 nd Tranche	Submission of the concept paper, including name study options	35%
3 rd Tranche	Submission of the criteria for judging, process for the recruitment of judges and list of preliminary names of companies, and suggested honoraria or token	30%
4 th Tranche	Submission of the program flow and trophy design	20%

SUBMISSION OF PROPOSAL AND REQUIRED DOCUMENTS: July 4, 2024

MODE OF PROCUREMENT: Small Value Procurement

Please submit your **proposal with the required documents** in a sealed envelope at the address stated below:

Name of Bidder: <p style="text-align: center;">BIDS AND AWARDS COMMITTEE National Development Company 7/F NDC Building, 116 Tordesillas St. Salcedo Village, Makati City Fax: 8840-4862 Attention: BAC Secretariat</p> <p style="text-align: right;">Project Reference Number: MR24-06-083</p>

All prices should be inclusive of VAT and other applicable government taxes. Further, please indicate in the proposal the following:

1. Terms of Payment – Government Terms
2. Delivery Period – As stated in the TOR

(SIGNED)

AGM LEOPOLDO JOHN F. ACOT

Chairperson, Bids and Awards Committee