

## SERVICE CONTRACT

### KNOW ALL MEN BY THESE PRESENTS:

This Service Contract (the "Contract") is made and entered in the City of Pasig, Metro Manila, by and between:

**THE CITY OF PASIG**, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at Pasig City Hall, Caruncho Avenue, Pasig City, herein represented by **HON. VICTOR MA. REGIS N. SOTTO**, in his capacity as City Mayor;

- and -

**FOUNDATION FOR COMMUNICATION INITIATIVES, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 5/F MEZZ DPC Place Bldg., 2322 Chino Roces Ave. Extn. Magallanes, Makati City, represented by its President, **EMILY A. ABRERA** and/or its Acting Executive Director – Senior Project Director, **NORIEL T. BARRIOS** (a copy of the Secretary's Certificate evidencing such authority is attached as Annex "A"), hereinafter referred to as the "**CONTRACTOR**".

Each referred to as a "**PARTY**" and collectively as "**PARTIES**".

### WITNESSETH: THAT

**WHEREAS, THE CITY OF PASIG** has a requirement for the **Conceptualization and Development of a Communications Framework for the 450<sup>th</sup> Araw ng Pasig** under PR No. 100-23-01-056 (the "Services");

**WHEREAS, THE CITY OF PASIG** resorted to Negotiated Procurement - Small Value Procurement pursuant to Section 53.9 of the Revised Implementing Rules and Regulations of Republic Act ("R.A.")No. 9184;

**WHEREAS, the CONTRACTOR** has submitted the Highest Rated and Responsive Proposal to undertake the said Services;

**WHEREAS, THE CITY OF PASIG** has accepted the proposal of the **CONTRACTOR**, subject to the terms and conditions hereunder stipulated;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the **PARTIES** agree as follows:

**ARTICLE I**  
**SCOPE OF UNDERTAKING**

The contract shall cover all the items found in the Request for Quotation/Terms of Reference hereto attached as Annex "B".

**ARTICLE II**  
**CONTRACT PERIOD**

The project duration is for Four (4) weeks and shall commence upon receipt of the Notice to Proceed. Within the period of the effectivity of the Contract, **THE CITY OF PASIG** may terminate the same, with or without cause, without incurring any liability whatsoever, without need for judicial intervention, upon ten (10) days written notice to the **CONTRACTOR**.

**ARTICLE III**  
**CONTRACT AMOUNT**

The Contract price for the Services shall be in the amount of **One Million Pesos (Php 1,000,000.00)**, subject to applicable withholding tax. The **CONTRACTOR** shall hold **THE CITY OF PASIG** free from liability for any and all taxes and government fees and charges arising out of this transaction.

**ARTICLE IV**  
**CONTRACTOR'S WARRANTIES**

The **CONTRACTOR** hereby warrants that:

1. The Contractor is duly organized, registered, validly existing and in good standing under the laws of the Republic of the Philippines, and its representative/s is/are capable and have the requisite power, authority, permits, clearances, and licenses to enter into this Service Contract.
2. There are no actions, suits or proceedings pending or, to the best of its knowledge, threatened, which may have a material adverse effect on its ability to fulfill its obligations under this Contract or on its operations, business, properties, assets, or business condition.
3. That the Services to be rendered herein shall be as described under Article I of this Contract and the **CONTRACTOR** has secured all the necessary government licenses and permits to allow it to render the Services agreed upon and that it is free from any liability or adverse

claims of every nature and description that would prevent or hinder it from rendering the said Services.

4. The **CONTRACTOR** has sufficiently experienced and competent personnel able to perform the Services under this Contract. It is understood that the **CONTRACTOR** shall exercise complete and unequivocal control and supervision over its staff in the performance of their respective functions and duties.
5. The **CONTRACTOR** shall protect and exercise due care and proper handling of the properties belonging to or in the possession of **THE CITY OF PASIG** during the performance of its Services.

#### **ARTICLE V** **CLAIMS AND DISPUTES**

All claims and disputes relating to or arising out of this Contract shall, as much as possible, be settled amicably by the **PARTIES** before resorting to any judicial action.

If the **PARTIES** fail to settle their differences or disputes, the **PARTIES** waiving for the purpose any other venue, hereby agree that the appropriate courts of the City of Pasig shall be the exclusive venue of any or all actions or suits between the **PARTIES** to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this Contract in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this Contract in its entirety or in part.

In the event that a dispute arises with respect to this Contract, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in ascertaining such party's rights or in preparing to enforce, or in enforcing, such party's rights under this Contract, whether or not it was necessary for such party to institute suit.

#### **ARTICLE VI** **DAMAGES FOR DELAY**

The **CONTRACTOR** shall complete the implementation of the Services within the time prescribed in Article II hereof. Should the **CONTRACTOR** incur delay in its performance, the **CONTRACTOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the amount of the Contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, **THE CITY OF PASIG**

shall have the option to rescind or terminate the Contract, without prejudice to other courses of action and remedies open to it.

## **ARTICLE VII** **DEFAULTS**

In the event that any of the **PARTIES** fail to comply in good faith with their undertakings, as set forth in this Contract, within the periods provided herein, the non-defaulting party shall be released from its obligations under this Contract, without prejudice to the rights of restitution, recovery and damages.

In the event of breach by either party, the **PARTIES** agree to amicably settle the same under the provisions of Article VI hereof prior to judicial action.

In the event settlement cannot be made, the **PARTIES** shall abide by the provisions of law with respect to default.

## **ARTICLE VIII** **INDEMNIFICATION**

1. The **CONTRACTOR** hereby holds **THE CITY OF PASIG**, its guests, corporate affiliates, and any director, officer, employee, agent or any other person acting on **THE CITY OF PASIG's** behalf, free and harmless from any and all actions or liabilities arising out of this Service Contract, including, without being limited to, claims for unpaid and back wages, regularization, and other terms and conditions of employment, as well as civil and criminal liabilities that the **CONTRACTOR** and/or **THE CITY OF PASIG** may incur as a result of, or arising out of, the conduct and/or pursuit of the Services and to indemnify **THE CITY OF PASIG**, its guests, corporate affiliates and any director, officer, employee, agent or any other person acting on **THE CITY OF PASIG's** behalf, from and against the costs of defending any action, suit or proceedings, including legal fees or other expenses incurred in relation to any such claims mentioned above.
  
2. The **CONTRACTOR** and its personnel shall be jointly and severally liable and shall indemnify and hold **THE CITY OF PASIG**, its guests, corporate affiliates and any director, officer, employee, agent or any other person acting on **THE CITY OF PASIG's** behalf, free and harmless for any death, injury or damage to **THE CITY OF PASIG** and to third persons, loss, breakage, or destruction of properties, as a consequence of the **CONTRACTOR's** acts or omissions, willful intent or negligence, during the performance of the Services or any of its obligations under this Service Contract.

**ARTICLE IX**  
**CONFIDENTIALITY**

Pursuant to this Contract, **THE CITY OF PASIG** (its officers, employees, agents, and any other person working in **THE CITY OF PASIG's** behalf) may be disclosing to the **CONTRACTOR** (its officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf) Confidential Information such as but not limited to: business plans, development plans, lists, reports, financial information, design documents, specifications, notes, computer disks, hard disks, tapes, written or electronic compilations or data storage devices and/or other non-public information proprietary and confidential to **THE CITY OF PASIG** (together with any notes, analyses, compilations, studies, or other documents that are based upon, contain, or otherwise reflect such as Confidential Information). The **PARTIES** agree as follows with respect to treatment of the above-mentioned Confidential Information:

1. The **CONTRACTOR** shall require its officers, employees, agents and other persons acting on the **CONTRACTOR's** behalf to comply with the terms of this Confidentiality Clause and shall be solidarily liable to **THE CITY OF PASIG** for unauthorized disclosures made by its officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf.
2. The disclosed Confidential Information shall be used by the **CONTRACTOR** (its officers, employees, agents, and any other persons working in **THE CITY OF PASIG's** behalf) solely for the purpose of performing the Services specified in this Contract and not for any other purpose, and the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) will not disclose the Confidential Information, in whole or in part, for any other purpose.
3. Copies or reproductions of the disclosed Confidential Information shall be made only to the extent and purpose of performing the **CONTRACTOR's** Services under this Contract. Access to disclosed Confidential Information shall be limited by the **CONTRACTOR** to only those officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf who are necessary for the performance of the Services under this Contract.
4. In the event that the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) is required by law to disclose any information supplied to the **CONTRACTOR** pursuant to this Service Contract, the **CONTRACTOR** will provide **THE CITY OF PASIG** with prompt prior written notice of such requirement so that **THE CITY OF PASIG** may seek an appropriate protective order/measure. In the event that **THE CITY OF PASIG** fails to secure the appropriate order/measure, the **CONTRACTOR** shall disclose only

that portion of the Confidential Information it is legally compelled to disclose.

5. All confidential Information disclosed by **THE CITY OF PASIG** to the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) shall remain **THE CITY OF PASIG's** property.
6. Upon termination of this Contract, the **CONTRACTOR** shall return all tangible Confidential Information furnished by **THE CITY OF PASIG**. The **CONTRACTOR** will also destroy all written material, memoranda, notes, and other writings or recordings whatsoever prepared by it based upon, containing, or otherwise reflecting any Confidential Information.
7. Any Confidential Information that is not returned or destroyed, including any oral Confidential Information, shall remain subject to the confidentiality obligations herein even after the termination of this Contract until such Confidential Information is returned to **THE CITY OF PASIG** or destroyed by the **CONTRACTOR**. Any oral Confidential Information shall not be repeated to any third party by the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) even after the termination of the Contract.
8. **THE CITY OF PASIG** (its officers, employees, agents, and any other persons acting on **THE CITY OF PASIG's** behalf) shall not be liable to the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) or to any third party for any damage or injury resulting from the **CONTRACTOR's** use of the disclosed Confidential Information.
9. The **CONTRACTOR** acknowledges and agrees that monetary damages would not be a sufficient remedy for any breach of this Confidentiality Clause by the **CONTRACTOR** (its officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf) and that **THE CITY OF PASIG** shall be entitled to specific performance including injunctive relief, as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Confidentiality Clause but shall be in addition to all other remedies available at law or equity. The **CONTRACTOR** agrees to reimburse **THE CITY OF PASIG** for costs and expenses (including without limitation attorney's fees) incurred by **THE CITY OF PASIG** in connection with the enforcement of this Confidentiality Clause.
10. The obligations stated in this Confidentiality Clause shall also apply to Confidential Information negligently, unintentionally or inadvertently disclosed by **THE CITY OF PASIG** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) and to disclosures made by **THE CITY OF PASIG's** officers, employees, agents,

and other persons ordinarily acting on **THE CITY OF PASIG's** behalf or, in breach of his/her obligation or duty to **THE CITY OF PASIG**.

**ARTICLE X**  
**TAXES AND LICENSES**

All amounts, claims, and expenses pertaining to licenses, permits, registrations or renewals thereof, required by the appropriate government entities for the Services performed under Contract shall be for the exclusive account of the **CONTRACTOR**.

**ARTICLE XI**  
**NO EMPLOYER-EMPLOYEE RELATIONSHIP**

There shall be no employer-employee relationship between **THE CITY OF PASIG** and the employees of the **CONTRACTOR**. The **CONTRACTOR** shall have the entire charge, control and supervision of the performance of the Services herein agreed upon. Any damage, accident, injury, or sickness of any kind, or death that may occur to any employee of the **CONTRACTOR** during the time and consequent to the performance of the work under this Service Contract shall likewise be the **CONTRACTOR's** responsibility.

The **CONTRACTOR** shall be responsible for all acts and omissions of its agents, personnel, and all persons allowed by it to have access to **THE CITY OF PASIG's** premises, for any injury which may be caused to persons or property while remaining in any part of **THE CITY OF PASIG's** premises.

The **CONTRACTOR** further binds itself to hold **THE CITY OF PASIG** free and harmless from any claim on account of the aforementioned injury or damage.

**ARTICLE XII**  
**MISCELLANEOUS PROVISIONS**

1. In the event that facts and circumstances arise or are discovered which render this Service Contract disadvantageous to the Government, the **PARTIES** hereto agree immediately to re-negotiate its terms and conditions, or at the option of **THE CITY OF PASIG**, terminate the same.
2. This Service Contract, and all the rights and interests herein, may not be assigned or subcontracted to another without the consent of the other party.

3. All notices and other communications provided for or permitted hereunder shall be in writing and sent to the **PARTIES** at their respective addresses as indicated in this Service Contract.
4. If any provision hereof is prohibited or made unenforceable under any applicable law or by a competent court or authority, the same shall not affect any other provision of this Service Contract, which is/are otherwise valid and enforceable.
5. The **PARTIES** agree to abide by these terms and conditions in good faith.
6. The relationship between the **PARTIES** shall be limited to the performance of the terms and conditions of the Service Contract. Nothing in this Service Contract shall be construed to create a general partnership between the **PARTIES**, or to authorize any party to bind the other except as set forth in this Contract, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.
7. Any right or remedy conferred by this Service Contract upon the **PARTIES** shall not be exclusive of any other right or remedy, whether under this Service Contract or provided or permitted to the **PARTIES** at law or in equity, but each right or remedy shall be cumulative of every other right or remedy available to them.
8. This Service Contract constitutes the entire agreement between the **PARTIES** pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous acts, contracts, representations, warranties, and understandings of the **PARTIES**. No supplement, variation or amendment of this Service Contract shall be binding unless executed in writing by all the **PARTIES** thereto.
9. No waiver of any of the provisions of this Service Contract shall be deemed, or shall constitute a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless in writing and signed by the party making the waiver.

IN WITNESS WHEREOF, the parties hereto set their hands this day of \_\_\_\_\_, 2023 at Pasig City.

**CITY OF PASIG**

**FOUNDATION FOR COMMUNICATION  
INITIATIVES, INC.**

By:

By:

  
**HON. VICTOR MA. REGIS N. SOTTO**

  
**NORIEL T. BARRIOS**



City Mayor

Acting Executive Director – Senior  
Project Director

WITNESSES:

\_\_\_\_\_  
(Printed Name and Signature)

\_\_\_\_\_  
(Printed Name and Signature)

Funds Appropriated:



**MARTINELLI A. SANTIAGO**  
OIC - City Budget Office

Funds Obligated:



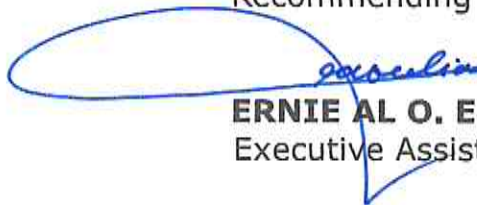
**MS. JUVY A. CUENCO**  
City Accountant  
100-2023-01-0025-1011

Funds Available:



**MS. MARITA A. CALAJE**  
City Treasurer

Recommending Approval:



**ERNIE AL O. EDRALIN**  
Executive Assistant V

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
City of Manila **PASIG CITY** ) S.S.

BEFORE ME, a Notary Public for and in the City of **PASIG CITY**, on this day of MAR 01 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>NORIEL T. BARRIOS</b>	Passport P97479159	25 Apr. 2022 29 Apr. 2024

Known to me to be the same person who executed the foregoing Contract of Lease consisting of Ten (10) pages, and who acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the entity they duly authorized to represent.

**WITNESS MY HAND AND NOTARIAL SEAL,** on the date and place first above written.

Doc. No. 136  
Page No. 29  
Book No. 18  
Series of 2023

**ATTY. CARLOS C. ABESAMIS**  
Notary Public-Pasig City  
Until December 31, 2023  
ROLL NO. 43288  
IBP LIFETIME NO. 08352  
PTR NO. 9004628  
APPOINTMENT NO. 25 (2022-2023)  
MCLE COMPLIANCE NO. VI-0030466  
TIN NO. 127-509-331-00000

**ACKNOWLEDGEMENT**

BEFORE ME, a Notary Public for and in the City of Pasig on this day of MAR 01 2023, 2023, Personally appeared Victor Ma. Regis N. Sotto, known to me and to be is known to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity he represents.

This Instrument consists of Ten (10) pages, including this page in which this Acknowledgment is written and duly signed by the Parties.

**WITNESS MY HAND SEAL AND NOTARIAL SEAL,** on the date and place first above written.

Doc. No. 137  
Page No. 29  
Book No. 18  
Series of 2023

**ATTY. CARLOS C. ABESAMIS**  
Notary Public-Pasig City  
Until December 31, 2023  
ROLL NO. 43288  
IBP LIFETIME NO. 08352  
PTR NO. 9004628  
APPOINTMENT NO. 25 (2022-2023)  
MCLE COMPLIANCE NO. VI-0030466  
TIN NO. 127-509-331-00000  
Contract No.: 100-23-01-056

## SECRETARY'S CERTIFICATE

I, JOSE A. FERIA, JR., Corporate Secretary of FOUNDATION FOR COMMUNICATION INITIATIVES, INC. (the "Corporation"), a Philippine corporation with business address at 5/F Mezzanine, DPC Place Building, 2322 Chino Roces Avenue Ext., Makati City, hereby certify, that:

1. At the Special Meeting of the Board of Directors held on 23 January 2023, at which a quorum was present and acting throughout, the following resolutions were unanimously approved:

## RESOLUTION

"RESOLVED, AS IT IS HEREBY RESOLVED, that the Corporation is hereby authorize to participate, submit the bid, and to sign and execute the ensuing contract for Consultancy Services for the Conceptualization and Development of a Communications Framework for the 450th Araw ng Pasig of the City Government of Pasig.

RESOLVED, FINALLY, that any one (1) of its President, EMILY A. ABRERA, and/ or its Acting Executive Director - Senior Project Director, NORIEL T. BARRIOS are hereby authorized and empowered to transact, negotiate, execute and sign all documents required pertaining to the above transaction; to do and perform all and every act requisite or necessary to accomplish the foregoing resolution."

2. The above resolutions are in full force and effect as of the date of this certification.

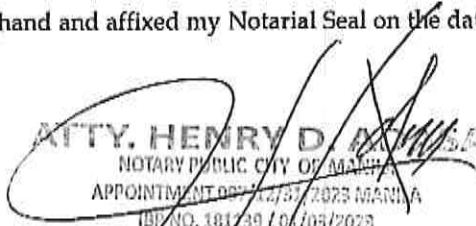
IN WITNESS WHEREOF, I have hereunto affixed my hand this <sup>JAN 25 2023</sup> 24<sup>th</sup> day of January 2023 Makati City.

  
JOSE A. FERIA, JR.  
Corporate Secretary

THIS INSTRUMENT/DOCUMENT was personally subscribed and sworn to by the affiant before me this 24<sup>th</sup> day of January 2023 in Makati City. Affiant, who is personally known to me avowed under penalty of law to the whole truth of the contents of the foregoing document/instrument and exhibited his TIN 107-793-449.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Notarial Seal on the date and place first above written.

Doc. No. 127;  
Page No. 28;  
Book No. XI;  
Series of 2023.

  
ATTY. HENRY D. [Name]  
NOTARY PUBLIC CITY OF MANILA  
APPOINTMENT DEC. 12/31/2023 MANILA  
ISE NO. 181799 / 01/05/2023  
PTR N. 0871345 / 01/05/2023  
ROLL NO. 29679, TIN NO. 172-528-670  
MCLE COMP. NO. VII-0000265 VALID UNTIL APRIL 14, 2025  
12 1411 TAYUMAN ST., STA. CRUZ, MANILA



## REQUEST FOR PROPOSAL

Date: 19 January 2023  
RFQ No.: 100-23-01-056

Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Name of Store/Shop: \_\_\_\_\_  
Address: \_\_\_\_\_  
TIN: \_\_\_\_\_  
PhilGEPS Registration Number: \_\_\_\_\_

The City Government of Pasig, through the Bids and Awards Committee (BAC), intends to procure **Consultancy Services for the Conceptualization and Development of a Communications Framework for the 450th Araw ng Pasig** with an Approved Budget for the Contract of **Php 1,000,000.00**, in accordance with **Section 53.9** of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184. Please quote your best offer for the item in the table below.

The Project shall be awarded as One Project having several items that shall be awarded as one contract. Quotations received exceeding the total Approved Budget for the Contract shall be rejected.

Item No.	Item Description	QTY	UOM	Approved Budget		Price Offer	
				Unit Cost	Total Cost	Unit cost	Total Cost
1	Consultancy Services -, Consultancy Services for the Conceptualization and Development of a Communications Framework for the 450th Araw ng Pasig  Please refer to the attached Terms of Reference for the Scope of Work, Milestone of Activities, Minimum Qualifications and other details.	1	lot	1,000,000.00	1,000,000.00		
<b>Note:</b> Other terms and conditions are stipulated in the attached Terms of Reference, if any.		<b>Total</b>		<b>1,000,000.00</b>			
<b>DELIVERY TERM:</b> Please refer to the Terms of Reference.							

Submit this Proposal (Accomplished and duly signed by the Owner or the respective Authorized Representative indicated in the Secretary's Certificate/Special Power of Attorney) not later than the closing date specified in the Bid Notice Abstract posted in PhilGEPS website along with the following documents:

- Mayor's/Business Permit (or a recently expired Mayor's/Business permit together with the official receipt as proof that the prospective bidder has applied for renewal within the period prescribed by the concerned local government unit subject to submission of the Mayor's Permit before the award of contract) (for consulting firm)
- BIR Certificate of Registration (for individual consultant)
- Professional License/Curriculum Vitae
- PhilGEPS Registration Number
- Income/Business Tax Return - (i) Annual ITR for the immediately preceding year; or (ii) latest submitted Quarterly ITRs together with latest available Annual ITR (If Annual ITR for the immediately preceding year is not yet available)

- Accomplished and notarized **Omnibus Sworn Statement**  
([https://www.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement(Revised).docx))
- **Proof of Authorization: Secretary's Certificate** if corporation, or **Special Power of Attorney**, if individual.

Please submit the accomplished proposal and required documents on or before the deadline of submission at the Bids and Awards Committee (BAC) through the **Procurement Management Office (BAC Secretariat Office), 4<sup>th</sup> Floor, Pasig City Hall, San Nicolas, Pasig City.**

All documents should be submitted in a sealed brown envelope addressed to the "Bids and Awards Committee, 4<sup>th</sup> Floor, Pasig City Hall", and properly marked with the Project Title as provided herein.

For any clarification, you may contact us at telephone no. (02) 8641-1111 loc. 1461 or email address at [bidsandawards@pasigcity.gov.ph](mailto:bidsandawards@pasigcity.gov.ph)

\_\_\_\_\_  
**ATTY. PONCE MIGUEL D. LOPEZ**  
Officer in Charge, Procurement Management Office

I hereby certify that the services to be delivered will conform to the specifications stated in the Item Description and I hereby agree to the Terms of Reference indicated in the submitted form.

Conforme:

\_\_\_\_\_  
**Signature over Printed Name**

\_\_\_\_\_  
**Position**

Duly authorized to sign quotation/offer for and on behalf of

\_\_\_\_\_  
**(Please indicate Company Name)**



## TERMS OF REFERENCE

### **CONSULTANCY SERVICES FOR THE CONCEPTUALIZATION AND DEVELOPMENT OF A COMMUNICATIONS FRAMEWORK FOR THE 450TH ARAW NG PASIG**

#### **I. Project Title**

*Consultancy Services for the Conceptualization and Development of a Communications Framework for the 450th Araw ng Pasig*

#### **II. Background**

*Celebrated annually on July 2, Araw ng Pasig is a city-wide holiday that commemorates the founding of the City of Pasig and its rich, vibrant history through the years. The City Government typically hosts a series of events, which highlight homegrown Pasigueno talents in the arts, public service, academe and the likes. It has become an annual spectacle for Pasig residents, remembered with much fondness as a chance to come together to pay tribute to the City's roots and celebrate its promising future.*

The upcoming celebration in 2023 will be especially more meaningful as the City is slated to ring in its 450th founding anniversary. This milestone will be celebrated year-round across the different city holidays and fiestas, reminding Pasiguenos everywhere of how far the City has come and how far it has yet to go. In order to carry out a successful anniversary campaign, the City Government will be contracting consultancy services for the conceptualization and development of a communications framework that will be at the core of the City's 2023 activities and convey a cohesive vision.

#### **III. Objectives**

*The objective of this project is to contract the services of a consultancy firm ("Consultant") that will spearhead the conceptualization and development of a communications framework for the 450th Araw ng Pasig. Specifically, the output of the Consultant must increase public awareness and appreciation for the 450th Araw ng Pasig and the City's vision, formulate an effective and immediately deployable brand strategy and produce event collaterals, guided by a communications framework that resonates with Pasiguenos.*



#### IV. Scope of Work and Deliverables

The Consultant's outputs shall cover the following:

1. Inception report/Detailed work plan
2. Thorough desk research and consultations with key stakeholders as pre-work
3. Overall concept and theme for the 450th *Araw ng Pasig*
4. Logo and other event collaterals in digital format
5. Immediately deployable brand strategy

On the other hand, the City Government of Pasig, through the Office of the City Mayor, shall ensure the following:

1. Provision of funds for the Project, following the agreed Terms of Payment
2. Provision of current brand guidelines/stylebook to ensure consistency with existing brand identity
3. Monitoring of the implementation of activities included in the work plan
4. Review and final approval of all deliverables

#### V. Contract Duration

The project duration is for **four (4) weeks** and will commence upon receipt of the Notice to Proceed.

Activities	MONTH 1			
	W1	W2	W3	W4
1. Submission of Inception Report	■			
2. Brainstorming and Conceptualization through Stakeholder Consultations and Desk Research	■			
3. Presentation and Review of Initial Draft of Communications Framework (Including logo and theme)		■		
4. Revision of the Initial Draft		■		
5. Presentation of Final Draft			■	
6. Turnover of Digital Files of Other Collaterals (Ready for immediate deployment)				■



#### VI. Minimum Qualifications of Consultancy Firm

The Consultancy Firm must meet the following minimum qualifications:

1. Must have previous experience in providing technical services related to branding strategy and communications to other national government agencies and/or reputable private companies
2. Must have the technical capability to deliver all the expected outputs enumerated above

#### VII. Minimum Qualifications of Key Personnel

The Key Personnel to be staffed for this project must meet the following minimum qualifications:

Personnel	Qualifications
Project Team Lead (1)	<ul style="list-style-type: none"><li>• At least six (6) years of experience in project management and high-level strategic planning, execution, and evaluation</li><li>• Managed and completed at least two similar contracts</li><li>• Bachelor's degree in communication, business administration, or other fields relevant to the scope of work defined under this TOR</li></ul>
Strategic Communication Expert (1)	<ul style="list-style-type: none"><li>• At least five (5) years of experience in the following: designing strategies for communications campaigns through different media; tailoring communication materials for key audiences, generating insights from quantitative and qualitative public opinion research; and quality assurance of communication materials for digital and traditional media</li><li>• Bachelor's degree in communication or related field</li></ul>
Copywriter (1)	<ul style="list-style-type: none"><li>• At least three (3) years of experience in producing engaging text for different channels such as websites, print ads, or social media sites</li><li>• Bachelor's degree in communication, creative</li></ul>





Personnel	Qualifications
	writing, advertising, or related field
<b>Project Officer (2)</b>	<ul style="list-style-type: none"><li>• At least two (2) years of experience in handling similar projects, from pre-work until final presentation and turnover</li><li>• Bachelor's degree in communication, marketing, or related field</li></ul>
<b>Graphic Designer (1)</b>	<ul style="list-style-type: none"><li>• At least two (2) years of experience in developing concepts, graphics, and layouts for product illustrations, company logos, social media sites, or websites</li><li>• Bachelor's degree in fine arts, multimedia studies, or related field</li></ul>
<b>Social Media Specialist (1)</b>	<ul style="list-style-type: none"><li>• At least three (3) years of experience in the business applications of social media platforms (Facebook, Twitter, YouTube, LinkedIn, etc.), and optimization of social media metrics</li><li>• Bachelor's degree in communication, marketing, or related field</li></ul>

**VIII. Methodology**

The Consultant shall be selected using the **Quality Based Evaluation (QBE)** procedure as prescribed under Section 33.2.1 (a) of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act (GPRA), and based on the following criteria:

**a. Technical Proposal: 100%**

The technical proposals shall be evaluated first using the criteria below. The minimum technical passing score is **seventy-five (75) points**.



CRITERIA FOR THE EVALUATION OF THE TECHNICAL PROPOSAL	
Parameters	Maximum Points
1. Relevant experience in providing technical services related to the conceptualization and development of a communications framework for a government agency and/or a reputable private company	30
2. Adequacy of Proposed Work Plan and Methodology	40
3. Qualifications of Key Personnel	30
<b>TOTAL</b>	<b>100</b>

No.	Requirement	Basis	Equivalent Points	Score
1	<b>Relevant Experience</b>	<b>Maximum Points = 30</b>		
	A. Years of Experience  At least five (5) years of operations in the communications/marketing industry	More than five (5) years	15	
		At least five (5) years	10	
		Less than five (5) years	0	
	B. Applicable Experience  At least two (2) similar completed contracts with a government agency and/or a reputable private company  Similar contract refers to any project or program related to the development of a communications framework and/or branding strategy	More than two (2) contracts	15	
		One (1) to two (2) contracts	10	
No previous contract completed		0		
2	<b>Adequacy of Proposed Work Plan and Methodology</b>	<b>Maximum Points = 40</b>		
	A. Completeness of the proposed work plan a. Project milestones	Responsive and exceeds the requirements of the TOR; detailed work	20	



No.	Requirement	Basis	Equivalent Points	Score
	<p>b. Breakdown of sub-tasks and components of major deliverables</p>	<p>breakdown structure provided, with well-articulated milestones</p>		
		<p>Responsive to the minimum requirements of the TOR; general work structure provided, without well-articulated milestones</p>	<p>10</p>	
		<p>Not responsive to the minimum requirements of the TOR; no work breakdown structure provided</p>	<p>0</p>	
	<p>B. Substance of the proposal            a. Level of understanding of project objectives            b. Feasibility</p>	<p>Demonstrates an in-depth understanding of project objectives ; with time-bound goals executable within the given time frame</p>	<p>20</p>	
		<p>Demonstrates a basic understanding of project objectives; some goals exceed the given time frame</p>	<p>10</p>	
		<p>Not responsive to the requirements stated in the TOR</p>	<p>0</p>	
<p><b>3</b></p>	<p><b>Qualifications of Key Personnel</b></p>	<p><b>Maximum Points = 30</b></p>		
	<p><b>One (1) Project Team Lead</b>  <i>Maximum Points = 7</i></p>			
	<p>A. Years of Experience</p> <p>At least six (6) years of experience in project management and high-level strategic planning,</p>	<p>More than six (6) years</p>	<p>3</p>	
		<p>Six (6) years</p>	<p>2</p>	
		<p>At least four (4) years but less than six (6) years</p>	<p>1</p>	



No.	Requirement	Basis	Equivalent Points	Score
	<i>execution, and evaluation</i>	<i>Less than four (4) years</i>	0	
	<b>B. Similar Contracts</b> Managed and completed at least two similar contracts	More than two (2) similar contracts	3	
		One (1) to two (2) similar contracts	2	
		No similar contracts	0	
	<b>C. Education</b>  Bachelor's degree in communication, business administration, or other fields relevant to the scope of work defined under this TOR	Bachelor's degree (directly related)	1	
		Bachelor's degree (not related)	0.5	
<b>One (1) Strategic Communication Expert</b> <i>Maximum Points = 6</i>				
	<b>A. Years of Experience</b>  At least five (5) years of experience in the following: designing strategies for communications campaigns through different media; tailoring communication materials for key audiences, generating insights from quantitative and qualitative public opinion research; and quality assurance of communication materials for digital and traditional media	More than five (5) years	3	
		Five (5) years	2	
		At least three (3) years but less than five (5) years	1	
		Less than three (3) years	0	
	<b>B. Education</b>  Bachelor's degree in communication or related field	Bachelor's degree (directly related)	3	
		Bachelor's degree (not related)	1	
<b>One (1) Copywriter</b> <i>Maximum Points = 5</i>				
	<b>A. Years of Experience</b>	More than three (3) years	3	



No.	Requirement	Basis	Equivalent Points	Score
	At least three (3) years of experience in producing engaging text for different channels such as websites, print ads, or social media sites	Three (3) years	2	
		At least one (1) year but less than three (3) years	1	
		Less than one (1) year	0	
	B. Education Bachelor's degree in communication, creative writing, advertising, or related field	Bachelor's degree (directly related)	2	
		Bachelor's degree (not related)	1	
<b>Two (2) Project Officers</b> <i>Maximum Points = 4</i>				
	A. Years of Experience At least two (2) years of experience in handling similar projects, from pre-work until final presentation and turnover	More than two (2) years	3	
		Two (2) years	2	
		At least one (1) year but less than two (2) years	1	
		Less than one (1) year	0	
	B. Education Bachelor's degree in communication, marketing, or related field	Bachelor's degree (directly related)	1	
		Bachelor's degree (not related)	0.5	
<b>One (1) Graphic Designer</b> <i>Maximum Points = 4</i>				
	A. Years of Experience At least two (2) years of experience in developing concepts, graphics, and layouts for product illustrations, company logos, social media sites, or websites	More than two (2) years	3	
		Two (2) years	2	
		At least one (1) year but less than two (2) years	1	
		Less than one (1) year	0	
	B. Education Bachelor's degree in fine arts,	Bachelor's degree (directly related)	1	



No.	Requirement	Basic	Equivalent Points	Score
	<i>multimedia studies, or related field</i>	<i>Bachelor's degree (not related)</i>	0.5	
<b>One (1) Social Media Specialist</b> <i>Maximum Points = 4</i>				
<b>A. Years of Experience</b>		More than three (3) years	3	
At least three (3) years of experience in the business applications of social media platforms (Facebook, Twitter, YouTube, LinkedIn, etc.), and optimization of social media metrics		Three (3) years	2	
		At least one (1) year but less than three (3) years	1	
		Less than one (1) year	0	
<b>B. Education</b>		Bachelor's degree (directly related)	1	
Bachelor's degree in communication, marketing, or related field		Bachelor's degree (not related)	0.5	

**IX. Approved Budget for the Contract**

The Approved Budget for the Contract is One Million Pesos (Php 1,000,000.00) to be charged to the funds for Consultancy Services under the Office of the City Mayor.

**X. Terms of Payment**

The total amount of the financial proposal of the Consultant shall be fixed and inclusive of all applicable taxes and other charges. Increases in costs after the Contract has been finalized will not be accepted.

The Contract amount is payable in tranches upon submission of certain outputs:

Milestone	Tranche
Submission of Inception Report	30%
Turnover of All Outputs	70%




UNIVERSITY OF  
**PASIG**  
CITY GOVERNMENT AND PASIG AREA

OFFICE OF THE MAYOR

**XI. Ownership**

The City Government of Pasig shall own all documents, creative concepts, and original materials (raw and final files, including editable files) formulated and designed for this Project, with full and exclusive rights, relative to the future use thereof.

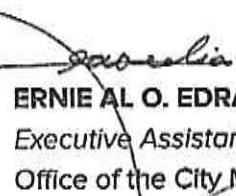
Prepared by:

  
**ROBYN LOUISE DY**  
Office of the City Mayor

Approved by:

  
**RECHIE J. TUGAWIN**  
*Executive Assistant V*  
Office of the City Mayor

Noted by:

  
**ERNIE AL O. EDRALIN**  
*Executive Assistant V*  
Office of the City Mayor