

TERMS OF REFERENCE (TOR)

Professional Photography Services (P.R. No. 2023-07-239)

I. SCOPE

The prospective supplier should be able to provide a quotation for the **Professional Photography Services of the Insurance Commission (IC)** for individual ID photos and group pictures.

The following are the inclusions of the service:

Quantity	Unit of Measure	Item and Description
1	Lot	<p>Schedule of delivery and set-up/installation</p> <p>The professional photoshoots shall cover individual and group photoshoots to be scheduled on weekdays, 8:00 AM to 5:00 PM for a minimum of two (2) days, with the following venues:</p> <p>a. IC Main Office Building, 1071 United Nations Avenue, Ermita, Manila:</p> <ul style="list-style-type: none">- Individual photoshoot for ID photos for a maximum of two hundred eighty (280) employees- Individual photoshoot of IC Executives- Group photoshoots per offices, functional groups, and divisions <p>b. Offsite photoshoot/outside IC Main Office Building:</p> <p>Subject to the availability of venue, the individual and group photoshoots of the Executives and Division Managers will be conducted at an alternate venue or external location within the City of Manila only.</p> <p>All photoshoots shall be conducted not later than Friday, 15 December 2023, subject to the availability of IC employees and coordination with the Human Resource Division (HRD).</p>

Quantity	Unit of Measure	Item and Description
		<p>The supplier shall set up the necessary equipment and ensure an appropriate and conducive environment for the photoshoot. Set-up and preparation must be completed at least thirty (30) minutes prior to the agreed schedule.</p>
		<p>Team/Crew</p> <p>The team/crew shall consist of at least:</p> <ul style="list-style-type: none"> a. Two (2) photographers b. One (1) assistant staff/coordinator <p>All photographers and team members who will be involved in covering the service must:</p> <ul style="list-style-type: none"> a. Have at least two (2) years of relevant work experience in carrying out similar projects; b. Possess technical skills in using professional-level cameras; and, c. Possess technical skills in industry-standard photo editing software.
		<p>Output</p> <p>The Service Provider shall conduct/deliver the following:</p> <ul style="list-style-type: none"> a. Back-up of the photos taken every after each photoshoot session b. Editing/post-processing of photos including but not limited to color correction, sizing and cropping, and superimposition of formal clothing, if needed c. Half-body frame ID photos (head-and-shoulders shots) in two (2) poses captured in at least three (3) angles (front-facing, slightly right-facing, and slightly-left facing shots) d. Copies of RAW and high-resolution edited JPEG (at least 300 DPI) photos in the hard drive and online drive within twenty (20) calendar days after the activity
		<p>Equipment</p> <p>The Service Provider shall supply and utilize the following:</p> <ul style="list-style-type: none"> a. Professional DSL cameras and lenses with high-resolution capabilities and flash including tripod,

Quantity	Unit of Measure	Item and Description
		<p>cables, connectors, and other professional equipment for high-resolution photos</p> <p>b. Studio lighting equipment</p> <p>c. Backdrops in white and neutral colors (including stands and supports)</p> <p>d. Software and tools for post-processing and editing of the captured images</p>
		<p>Meals and transportation</p> <p>All meals and transportation requirements of the team/crew and necessary equipment shall be covered by the Service Provider.</p>
		<p>Attire</p> <p>The Service Provider shall supply the designated business attire solely for use during the duration of the photoshoots. The required business attire includes:</p> <p>a. Plain black coat and blazers</p> <p>b. Plain white inner polo with collar</p> <p>c. Black neckties</p> <p>Sizes ranging from extra-small to extra-large must be made available for the photoshoots. All attires shall be laundered, pressed, and presented in a professional/pristine condition for use during the sessions.</p>
		<p>Others</p> <p>A coordination meeting shall be conducted to discuss the schedule and arrangements of the service.</p>
		<p>Prices inclusive of all applicable taxes</p>

11. TERMS OF PAYMENT

1. The price quotation, to be denominated in Philippine Peso, should not exceed the ABC of **One Hundred Seventy Thousand Pesos (PHP170,000.00) inclusive of 12% VAT and all other applicable taxes and charges.**
2. The quoted prices shall be considered fixed and not subject to price escalation during contract implementation.

3. Price validity must be at least thirty (30) days from submission of quotation.
4. Payment shall be made within thirty (30) days after the complete delivery of required goods and services, and acceptance thereof by the IC. The IC shall not be held liable for any delay in the payment under reasonable and acceptable circumstances.
5. Bids received in excess of the ABC shall be automatically disqualified during bid evaluation.

III. GENERAL CONDITIONS

1. All entries in the Reply Slip/Quotation (**ANNEX B: REPLY SLIP**) must be **typewritten on the company's letterhead and duly signed by the supplier/dealer or its duly authorized representative.**
2. The **SEALED REPLY SLIP shall be submitted to IC**, together with the following requirements:
 - a. Certified true copy of the company's valid PhilGEPS Registration
 - b. Certified true copy of the 2023 Mayor's/Business Permit
 - c. Certified true copy of the Latest Income/Business Tax
 - d. Notarized Omnibus Sworn Statement (**ANNEX C: OMNIBUS SWORN STATEMENT**)
3. The duly accomplished and signed **REPLY SLIP**, including the requirements enumerated therein, **must be submitted in person not later than 12:00 NN, 01 December 2023** to the Human Resource Division through the following:

Mr. Leo C. Sebuc, IC Administrative Officer III
lc.sebuc@insurance.gov.ph
4. For verification/validation purposes, the original eligibility requirements of the bidder with the lowest calculated quotation are required to be presented, as necessary:
 - a. Valid PhilGEPS Registration Number/Certificate;
 - b. Business Registration issued by the Security and Exchange Commission (SEC), Department of Trade of Industry (DTI), or Cooperative Development Authority (CDA), whichever is applicable;
 - c. Valid Mayor's/Business Permit issued by the city or municipality where the principal place of business of the prospective supplier is located;
 - d. Certificate of Tax Registration issued by the Bureau of Internal Revenue (BIR); and
 - e. Latest Income/Business Tax Return (ITR).
5. The IC reserves the right to reject any or all Quotations/Bids, to annul the procurement process, to reject all Quotations/Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder(s), and to accept only the offer that is most advantageous to the Government.

IV. SPECIAL CONDITIONS

6. Qualification of Supplier

The supplier/bidder must be a holder of a valid business license/s issued by relevant government agencies and must be duly registered with the PhilGEPS.

7. Delivery of Services

The supplier shall provide copies of RAW and high-resolution edited JPEG (at least 300 DPI) photos in the hard drive and online drive within twenty (20) calendar days after the activity.

8. Limitation of Liability

Subject to the Insurance Commission's obligation to pay the price due to the Supplier, either party's liability in contract, tort, or otherwise (including negligence) arising directly out of or in connection with, this TOR or the performance or observance of its obligations under this TOR and every applicable part of it shall be limited in aggregate to the Price.

9. Termination

- a. The agreement between the Insurance Commission and the Supplier shall be effective upon its approval by the former and acceptance by the latter and shall continue, unless terminated sooner or until the completion date.
- b. Either Party may terminate the agreement upon written notice if the other is in breach of any material obligation contained in this TOR, which is not remedied (if it is capable of being remedied) within fifteen (15) days of written notice from the other Party so to do.
- c. Any termination of the agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

10. Miscellaneous

- a. The failure of either party to enforce its rights based on the agreement under this TOR at any time for any period shall not be construed as a waiver of such rights.

- b. If any part, term, or provision of this TOR is held illegal or unenforceable neither the validity nor enforceability of the remainder of the provisions shall be affected.
- c. Neither Party shall be liable for failure to perform or delay in performing any obligation under this TOR if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, war, civil commotion, or industrial dispute. If such delay or failure continues for at least five (5) days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by written notice to the other.
- d. It is understood that all the relevant provisions of the RA No. 9184, otherwise known as the Government Procurement Reform Act, and its Updated 2016 Revised Implementing Rules and Regulations shall apply, govern, and complement the agreement arrived at under this TOR.

11. Confidentiality of Data and Information

- a. All data, documents, records (collectively "Information") which may be disclosed to or accessed by the Service Provider for purposes of delivering the Services are considered confidential and shall remain the sole property of the IC. The Service Provider shall prevent the unauthorized transfer, disclosure, or use of the Information by any of its officers, employees, or representatives, to any third person or entity. The Service Provider shall not use the Information for any purpose other than what is reasonably necessary to perform the Services.
- b. Upon completion of the Services, 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.

12. Copyright

The Service Provider shall assign full copyright ownership of all photos and materials under the conduct of the Services to the IC. The IC shall retain the exclusive right to publish and use of all photographic images taken during the course of the project.

Original signed
REVELYN R. MOJICA
IC Division Manager
Human Resources Division

Use company letterhead

ANNEX B: REPLY SLIP

Name of Supplier _____
Address _____

Business Registration No. _____
Tax Identification No. _____
Phi/GEPS Registration No. _____
Contact Number _____

After having carefully read and accepted the terms and conditions in the **Terms of Reference (TOR)** for the **Negotiated Procurement - Small Value Procurement (SVP)** for the **Professional Photography Services** of the **Insurance Commission (IC)**, I/we quote you on the item at prices noted below:

<i>Item and Description</i>	<i>Quantity Measure</i>	<i>Unit Cost</i>	<i>Total Cost</i>
<p>Professional Photoshoot of the Insurance Commission with the following specifications:</p> <p>Schedule of delivery and set-up/installation</p> <p>The professional photoshoots shall cover individual and group photoshoots to be scheduled on weekdays, 8:00 AM to 5:00 PM for a minimum of two (2) days, with the following venues:</p> <p>a. IC Main Office Building, 1071 United Nations Avenue, Ermita, Manila:</p> <ul style="list-style-type: none">- Individual photoshoot for ID photos for a maximum of two hundred eighty (280) employees- Individual photoshoot of IC Executives- Group photoshoots per offices, functional groups, and divisions	1 Lot		

<i>Item and Description</i>	<i>Quantity Measure</i>	<i>Unit Cost</i>	<i>Total Cost</i>
<p>b. Offsite photoshoot/outside IC Main Office Building:</p> <p>Subject to the availability of venue, the individual and group photoshoots of the Executives and Division Managers will be conducted at an alternate venue or external location within the City of Manila only.</p> <p>All photoshoots shall be conducted not later than Friday, 15 December 2023, subject to the availability of IC employees and coordination with the Human Resource Division (HRD).</p> <p>The supplier shall set up the necessary equipment and ensure an appropriate and conducive environment for the photoshoot. Set-up and preparation must be completed at least thirty (30) minutes prior to the agreed schedule.</p> <p><i>Team/Crew</i></p> <p>The team/crew shall consist of at least:</p> <ul style="list-style-type: none"> a. Two (2) photographers b. One (1) assistant staff/coordinator <p>All photographers and team members who will be involved in covering the service must:</p> <ul style="list-style-type: none"> a. Have at least two (2) years of relevant work experience in carrying out similar projects; b. Possess technical skills in using professional-level cameras; and, c. Possess technical skills in industry-standard photo editing software. 			

<i>Item and Description</i>	<i>Quantity Measure</i>	<i>Unit Cost</i>	<i>Total Cost</i>
<p>Output</p> <p>The Service Provider shall conduct/deliver the following:</p> <ul style="list-style-type: none"> a. Back-up of the photos taken every after each photoshoot session b. Editing/post-processing of photos including but not limited to color correction, sizing and cropping, and superimposition of formal clothing, if needed c. Half-body frame ID photos (head-and-shoulders shots) in two (2) poses captured in at least three (3) angles (front-facing, slightly right-facing, and slightly-left facing shots) d. Copies of RAW and high-resolution edited JPEG (at least 300 DPI) photos in the hard drive and online drive within twenty (20) calendar days after the activity <p>Equipment</p> <p>The Service Provider shall supply and utilize the following:</p> <ul style="list-style-type: none"> a. Professional DSL cameras and lenses with high-resolution capabilities and flash including tripod, cables, connectors, and other professional equipment for high-resolution photos b. Studio lighting equipment c. Backdrops in white and neutral colors (including stands and supports) d. Software and tools for post-processing and editing of the captured images 			

<i>Item and Description</i>	<i>Quantity Measure</i>	<i>Unit Cost</i>	<i>Total Cost</i>
<p>Meals and transportation</p> <p>All meals and transportation requirements of the team/crew and necessary equipment shall be covered by the Service Provider.</p> <p>Attire</p> <p>The Service Provider shall supply the designated business attire solely for use during the duration of the photoshoots. The required business attire includes:</p> <ul style="list-style-type: none"> a. Plain black coat and blazers b. Plain white inner polo with collar c. Black neckties <p>Sizes ranging from extra-small to extra-large must be made available for the photoshoots. All attires shall be laundered, pressed, and presented in a professional/pristine condition for use during the sessions.</p> <p>Others</p> <p>A coordination meeting shall be conducted to discuss the schedule and arrangements of the service.</p> <p>Prices inclusive of all applicable taxes</p>			
<p>Note: Total cost should not exceed the Approved Budget of the Contract (ABC) of One Hundred Seventy Thousand Pesos (P170,000.00), inclusive of all applicable taxes, fees, and other charges.</p>			

In compliance with the Terms of Reference (TOR), the following are enclosed:

- a. Certified true copy of the company's valid PhilGEPS Registration;
- b. Certified true copy of the 2023 Mayor's/Business Permit;
- c. Certified true copy of the Latest Income/Business Tax;
- d. Notarized Omnibus Sworn Statement; and

Signature Over Printed Name of Supplier/
Authorized Representative

Position: _____

Date: _____

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF ____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the SAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (SAC), the Technical Working Group, and the SAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (SAC), the Technical Working Group, and the SAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given. failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services. to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended. or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this__ day of _____,2023
at _____,Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]
Affiant

[Jurati]

[Format shall be based on the latest Rules on Notarial Practice]