

## REQUEST FOR QUOTATION / PROPOSAL

### Learning Service Provider for Capacity Building on Business Principles and Market Competition

P.R. No./Date Received: **2020-08-0100 / 18 September 2020**

RFQ/P No. / Date: **2020-09-0110 / 18 November 2020**

The Philippine Competition Commission invites all eligible and PhilGEPS-registered suppliers, contractors and consultants to quote the best offer for the described item in the attached **Terms of Reference / Technical Specifications Sheet** subject to the Terms and Conditions and within the **Approved Budget for the Contract**.

#### Required Documents/Information to be submitted as Attachments to the Quotation/Proposal:

- Mayor's/Business Permit / BIR Certificate of Registration in case of individual.
- PhilGEPS Registration Number
- Signed Terms of Reference / Technical Specifications Sheet (if any)
- Professional License / Curriculum Vitae (**for Consulting Services only**)
- Notarized Omnibus Sworn Statement - **Annex "A" (to be submitted prior to Notice of Award issuance)**


*\*Omnibus Sworn Statement shall be required only for procurement projects with ABC above P50,000.00*

This pro-forma quotation maybe submitted through **registered** or **electronic mail** to the PCC Bids and Awards Committee (PBAC) Secretariat at above address or email to [procurement@phcc.gov.ph](mailto:procurement@phcc.gov.ph) or [ivabano@phcc.gov.ph](mailto:ivabano@phcc.gov.ph) on or before **25 November 2020 / 10:00 AM** subject to the following *Terms and Conditions*:

1. All entries shall be typed or written in a clear legible manner.
2. No alternate quotation/offer is allowed, suppliers who submitted more than one quotation shall be automatically disqualified.
3. All prices offered herein are valid, binding and effective for THIRTY (30) calendar days upon issuance of this document. Alternative bids shall be rejected.
4. Price quotations to be denominated in Philippine Peso shall include all applicable government taxes subject to **(BIR 2306) 5% R-VAT** and **(BIR 2307) 1% (PO) or 2% (JO) deductions**.
5. PCC PBAC Technical Working Group may require you to submit documents that will prove your legal, financial and technical capability to undertake this contract.
6. Salient provisions of the IRR of RA 9184: Section 68 - Liquidated Damages and Section 69 - Imposition of Administrative Penalties shall be observed.
7. PCC reserves the right to reject any and all quotations, declare a failure, or not award the contract pursuant to Sec 41 of the same IRR.
8. In case of tie quotations, suppliers' presence are required during tie breaking through draw lots or toss coin.
9. In case supplier pro forma quotation is submitted, conditions will be governed by the submitted signed **Terms of Reference / Technical Specifications Sheet**.

Very truly yours,

  
ATTY. JOSEPH MELVIN B. BASAS

Chairperson, Bids and Awards Committee 

Item	QTY	ABC	Technical Specifications	Proposal/Total Amount
				(To be filled-up by the supplier)
1		₱ 450,000.00	Learning Service Provider for Capacity Building on Business Principles and Market Competition (Please see attached Terms of Reference) - Repost	
Total Lot ABC		₱ 450,000.00		
<b>Delivery Instructions:</b>				

(Please provide **complete** information below)

We undertake, if our Proposal is accepted, to supply/deliver the goods in accordance with the specifications and/or delivery schedule.

We agree to abide by this proposal for the price validity period specified in the terms and conditions and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a Purchase/Job Order or a Contract is prepared and executed, this Quotation/Proposal shall be binding upon us. We understand that you are not bound to accept the lowest or any Proposal you may receive.

Signature over Printed Name : \_\_\_\_\_

Designation/Position : \_\_\_\_\_

Name of Company : \_\_\_\_\_

Address : \_\_\_\_\_

Telephone / Fax : \_\_\_\_\_

E-mail Address : \_\_\_\_\_

Company Tax Identification Number (TIN) : \_\_\_\_\_

## **TERMS OF REFERENCE**

### **Learning Service Provider for Capacity Building on Business Principles and Market Competition**

#### **I. BACKGROUND**

The Philippine Competition Commission (PCC) is an independent quasi-judicial body mandated to promote market competition by enforcing the Philippine Competition Act (PCA). The PCA's primary objective is to protect consumer welfare and preserve market efficiency.

The PCC's Economics Office (EO) provides economic analysis for the detection and investigation of anti-competitive behavior and evaluates the impact of government policy on market competition and consumer welfare. In analyzing the impact of mergers and acquisitions on market competition and in investigating potential violations of the PCA, the PCC considers various sources of information, including internal corporate documents, marketing plans, profit and loss reports, financial statements, among others. To be better equipped in systematically handling competition cases, in-depth training of PCC staff on business and marketing principles is necessary. In this regard, the PCC aims to engage the services of a Learning Service Provider ("Service Provider") to design and conduct online modules on business and marketing principles.

#### **II. OBJECTIVE**

The capacity building activity aims to develop and strengthen the knowledge of PCC staff on business and marketing principles, as applied in different industries. The online modules shall be designed by the Service Provider with economists and other case handlers in mind as participants.

#### **III. SCOPE OF WORK**

The Service Provider will be engaged for a duration of approximately three (3) months from the date of issuance of the Notice to Proceed to cover module preparation and actual conduct of the training modules. The delivery of the training modules will run for a total of at least twenty (20) hours, divided into five (5) training modules to be administered once a week. Each training module shall consist of two and a half (2.5) hours of online lecture and one and a half (1.5) hours worth of materials for self-study and assessment. The Service Provider is expected to make available the training materials at least two (2) days before the scheduled online lecture. Each training module will have 30-40 participants.

The Service Provider shall carry out the following tasks:

1. Develop five (5) online training modules covering the following topics:
  - a. General business management and marketing, including: (i) total management approach of businesses and principles that shape decision making and strategies; (ii) leadership, organizational behavior and roles in an organization; (iii) marketing and marketing strategies
  - b. Supply chain management
  - c. Accounting, pricing, and financial management, including (i) pricing, costing, financial ratios, etc., and (ii) financial statements and evaluating a company's financial position
2. Submit a draft plan for the training modules to the PCC, which includes the plan for the administration of pre- and post-program competency assessments for participants, references to be used, and the proposed time to be allocated to each topic. The plan of the training modules should reflect the specific knowledge that may be required by case handlers.

### *Deliverables*

- a. Proposed plan for the conduct of the training modules, including reference list and;
  - b. Five (5) finalized training modules duly received and approved by the PCC.
3. Deliver the online training modules.
- a. Conduct the pre-program competency assessment for training participants.
  - b. Conduct the training modules via Microsoft Teams on the scheduled dates as coordinated with the PCC Project Manager.
  - c. Provide an electronic copy of the reading materials to the PCC for internal dissemination.
  - d. Respond to inquiries on the training modules from participants.
  - e. Assess participants after each module and provide training certificates.

### *Deliverables*

- a. Electronic copy of the reading materials to be disseminated to participants, and the complete set of reading materials, duly acknowledged by the PCC Project Manager;
  - b. Conduct of the online training modules, with proof of the conduct through the recording of the seminar; and
  - c. Certificates of Completion/Participation (or other proof of similar document) to be distributed after the online training modules are concluded.
4. Submit a Terminal Report on the course delivery and administration, individual pre- and post-competency assessments, course feedback from participants, analyses of issues, and recommendations.

### *Deliverables*

- a. Terminal Report duly acknowledged by the PCC Project Manager

All documents to be submitted to the PCC should be properly and duly signed by the Project Manager or the highest officer/personnel in-charge of the project. All payments shall be endorsed by the Director of the Economics Office. The issuance of a Certificate of Satisfactory Service Rendered will be conditional upon the PCC's review and acceptance of the deliverables above.

## **IV. SERVICES TO BE PROVIDED BY THE PCC**

The PCC shall be responsible for the following:

1. Provide the participants with an electronic copy of the training modules and reading materials prepared by the Service Provider;
2. Regularly coordinate with the Service Provider on the planning and implementation of the training modules; and
3. Pay the project cost inclusive of mandatory taxes upon completion of deliverables.

The Service Provider shall be engaged by the PCC and shall submit outputs directly to the designated project manager within PCC for review and endorsement for payment.

## **V. APPROVED BUDGET FOR THE CONTRACT AND MODE OF PROCUREMENT**

The Approved Budget for the Contract (ABC) is **Four Hundred Fifty Thousand Pesos Only (PhP 450,000.00)**, inclusive of all applicable government taxes, and shall include all remunerations, costs or profits arising from or in relation to the services rendered in connection with and/or in preparation for this engagement.

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

## VI. MINIMUM QUALIFICATIONS AND REQUIREMENTS

To determine if the prospective bidder is eligible to participate in the bidding of this Project, all the legal, technical and financial documents enumerated in the PCC Request for Proposal, and other relevant documents necessary for evaluation as identified in this TOR and other relevant provisions of the RIRR of R.A. No. 9184 should be submitted and be present upon opening of the bids.

Further, the following are the minimum qualifications required for this Project and shall be evaluated based on the documents submitted by the bidder:

Service Provider	Qualification	Basis (To be submitted as part of the proposal)
Qualification of personnel who may be assigned to the project	<p>The personnel to be assigned should have:</p> <ul style="list-style-type: none"> <li>• Holds at least a master's degree in business administration, economics, or a related field</li> <li>• With at least 6 years in business/teaching/consulting services</li> <li>• With at least 16 hours of relevant training</li> </ul>	Original signed curriculum vitae submitted indicating the preferred relevant work experience and educational background, and trainings attended supported by certificates of attendance/participation.
Experience and capability of the Service Provider	The Service Provider should have at least six (6) years of extensive knowledge on or experience teaching in the field of Economics, Business Management, Business Administration, Marketing Management, or related fields.	DTI or SEC registration or other documents indicating the year of registration.
	The Service Provider should have been engaged with at least 3 (three) companies/institutions, and one (1) of which belonging to the public/government sector in the field of Economics, Business Management, Business Administration, Marketing Management, or related fields.	Original signed copy of List of Ongoing and Completed Contracts within the last five years, indicating the contract amount, duration of the contract, activities undertaken and nature/short profile of or description* (which can be annexed on the List of Ongoing and Completed Contracts) of engagement with copies of Certificates of Satisfactory Services Rendered or Certificates of Completion of at least two private institutions

		and one government institution.
Plan of approach and methodology	The Service Provider must submit a comprehensive work plan detailing the approach to the training modules, including an outline of the proposed sessions, personnel to be assigned, allocation of time for the sessions, and a syllabus of reading materials, among others.	Comprehensive work plan and timeline of training modules.

## VI. SELECTION CRITERIA

The technical and financial proposals of the bidders will be evaluated using the Quality-Cost-Based Evaluation (QCBE), allocated as follows:

Criteria	Basis	Weight
<b>Technical Proposal</b>		60%
Quality of personnel to be assigned to the project (40%)	As specified in the qualifications above, and submission of duly notarized Omnibus Sworn Statement using the prescribed format of R.A. No. 9184.	
Experience and capability of the service provider (20%)		
Plan of approach and methodology (40%)	Timelines, written proposal, overall quality of proposed work	
<b>Financial Proposal</b>		40%
<b>TOTAL</b>		100%

The bidder with the highest rated score based on the technical and financial proposals submitted, provided that the score passes the hurdle rate of 70 points, shall be the Highest Rated Bidder.

## VII. CONFIDENTIALITY OF DATA AND INFORMATION

The Service Provider will be engaged by the PCC shall submit outputs directly to the designated project manager within PCC for review and endorsement for payment. All the materials, data and information used and generated through this project will be the sole property of PCC. The consultant shall neither use nor disseminate these documents for their own research purposes without the written consent of the PCC.

## VIII. LIQUIDATED DAMAGES

If the Service Provider fails to deliver any or all of the goods and/or to perform the services within the period specified in this contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of unperformed portion of every day of delay. Pursuant to Section 68 of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act, the maximum deduction shall be ten percent (10%) of the amount of the

contract. Once the maximum is reached, the procuring entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.


## **VII. DISPUTE RESOLUTION**

Should any dispute related to the TOR and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.

In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and

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

Approved by:

  
**BENJAMIN E. RADO, JR., PhD**  
Director IV, Economics Office

<b>CONFORME:</b>
_____
<b>Name and Signature of Authorized Representative</b>
_____
<b>Designation</b>
_____
<b>Name of Company</b>
_____
<b>Date</b>