

## REQUEST FOR PROPOSAL

### Procurement of a Learning Service Provider

P.R. No./Date Received: 201910-0247 / 16 October 2019

RFQ/P No. / Date: 201911-0246 / 27 November 2019

The Philippine Competition Commission invites all eligible suppliers, contractors and consultants to quote the best offer for the described item in the attached **Technical Specifications** subject to the Terms and Conditions and within the **Approved Budget for the Contract (ABC)**.

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

- **Mayor's/Business Permit**
- **Latest Income/Business Tax Return**
- **PhilGEPS Registration Number**
- **Notarized Omnibus Sworn Statement**
- **Signed Terms of Reference or Technical Specifications, if applicable**

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 **ppitallano@phcc.gov.ph** on or before **02 December 2019, 12:00 NN** 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**.

Very truly yours,

**ATTY. JOSEPH MELVIN B. BASAS**  
PBAC Chairperson

Item	QTY	ABC	Technical Specifications	Brand/Model	Unit Price	Total Amount
				(To be filled-up by the supplier)		
1	1	₱ 260,000.00	Procurement of a Learning Service Provider for the Technical Writing Workshop			
			<i>Instructions: Please see attached Terms of Reference for details</i>			
Total ABC		₱ 260,000.00		TOTAL Amount		
<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

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

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

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

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

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

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

Company Tax Identification Number : \_\_\_\_\_



Management System  
ISO 9001:2015  
www.tuv.com  
ID: 0105020440



## TERMS OF REFERENCE (TOR)

### Provision of Learning Service Provider for the Conduct of Technical Writing Workshop

#### I. Background

The Philippine Competition Commission (PCC) is an independent quasi-judicial body mandated to implement Republic Act 10667 or the Philippine Competition Act (PCA). The PCA prohibits anti-competitive agreements, abuses of dominant position and anti-competitive mergers and acquisitions, as the law aims to enhance market competition for the benefit of consumers and businesses.

Essential in the successful implementation of the abovementioned mandate is the competency of effective technical writing or the clear, concise and comprehensive manner of conveying information and intention to both internal and external stakeholders of the agency. During the recent organizational training needs analysis, this particular competency was identified as a common priority in all the three PCC focus areas, namely, Antitrust Enforcement, Advocacy, and Agency Effectiveness, and requires immediate intervention for a number of employees both from core and support offices/units.

#### II. Objective

The objective of the engagement is to deliver a technical writing workshop that will enhance the written communication competence of PCC employees performing any or combination of the following tasks:

1. Prepare legal opinions, assessments, complaints and other memoranda
2. Write economic assessments, reports and other technical papers
3. Draft and review contracts and other legal documents
4. Develop internal/external policies, guidelines, and/or procedures
5. Prepare statutory reports
6. Prepare press releases, statements, and content for quad media, etc.
7. Write minutes/highlight of meetings

The workshop shall include modules on (a) constructing clear, concise and purposeful statements; (b) developing narratives; (c) methods of note-taking; (d) self-editing/proofreading; (e) sample forms and formats for proposals and recommendations, informative and investigative reports, instructions and manuals, contracts, policies and procedures, etc.; (f) guidelines/tips for various contents, and (f) effective writing habits.

#### III. Scope of Works

The Learning Service Provider (LSP) will be engaged for a duration of one month for the delivery of a two-day Technical Writing Workshop, and is expected to do the following activities:



- a) Prepare a course design setting out the course learning outcomes, delivery strategy and course schedule. The course design should include various methodologies such as review of sample technical papers, reports, contracts, and policies and procedures; and coaching, workshops, and other exercises that will facilitate learning and practice of writing clear, concise and purposeful statements, developing narratives, taking down notes effectively, etc.;
- b) Provide venue during the training schedule. Venue should be within Quezon City, with well-maintained building facilities and function room that can accommodate a classroom set up of 30 participants and allows PCC official outsourced catering services. The venue details should be submitted to and approved by the PCC project manager;
- c) Prepare equipment, course and presentation materials, training kits, banner, and other necessary materials. Advance copy of presentation materials should be provided to PCC Administrative Office-Human Resource Development Division;
- d) Conduct pre- and post-program competency assessment of participants against the learning objectives of the program;
- e) Conduct and facilitate the 2-day Technical Writing Workshop to 30 participants at an agreed venue;
- f) Administer post-program evaluation survey to participants;
- g) Issue certificates to the participants upon completion of the program; and
- h) 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.

#### IV. Deliverables and Timelines

Reports and other relevant documents are to be submitted to and should be duly received by the PCC project manager. Below is the summary of the deadline of submission for each deliverable:

<b>Deliverables</b>	<b>Timeline</b>
(1) Original signed course design setting out the course learning outcomes, delivery strategy and course schedule including various methodologies such as review of sample technical papers and reports, contracts, and policies and procedures; and coaching, workshops, and other exercises that will facilitate learning and practice of writing clear, concise and purposeful statements, developing narratives, taking down notes effectively, etc. duly accepted by the end-user; (2) Venue requirement plans; and (3) Advance copy of presentation materials ( <i>for soft copy presentations, a certification from the service provider that the complete set of soft copy of presentations are given and signed accepted by the end-user</i> ).	Two business days after the Notice of Award
Advance copies of the survey forms for: (1) pre and post-competency assessment of participants; and (2) program evaluation, which should be duly accepted by the end user.	Two business days before Day 1 of Workshop
Certification from the service provider that the complete set of certificates are provided to qualified participants, duly acknowledged by the end-user.	Day 2 of Workshop
Original signed Terminal Report on the course delivery and administration, individual pre and post competency assessments, course feedback from participants, analyses of issues, and recommendations.	14 business days after conduct of the Workshop

## V. Minimum Qualifications and Requirements

1. Duly licensed Filipino citizens/sole proprietorships;
2. Partnerships duly organized under the laws of the Philippines of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
3. Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
4. Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) belongs to citizens of the Philippines; or
5. Persons/entities forming themselves into a joint venture, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract. Provided, however, that Filipino ownership or interest thereof shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA;
6. Engaged in consulting and training services in communications, publications or other similar or related area for at least five (5) years;
7. Has previous or on-going engagement/s with at least five (5) institutions in a similar or related program, at least two (2) of which were engagements with public/government sector;
8. Designated lecturer and facilitator should be a graduate of a four-year degree course, with at least three (3) years of work experience as a lead consultant / lecturer / facilitator.

Qualifications of the bidder will be evaluated based on the original signed extensive curriculum vitae submitted by the bidder. Also, for partnerships and corporations, bids will be evaluated based on the submitted: (a) DTI or SEC registration submitted indicating the year of registration and/or other relevant documents; (b) list of completed and on-going contracts; (c) copies of Certificates of Satisfactory Service Rendered / Certificates of Completion; and (d) original signed extensive curriculum vitae of the lead lecturer / facilitator / learning service provider to conduct the training program.

Submitted work plan must be able to explicitly indicate the requirements of this TOR, and must be aligned with the objectives of this project enumerated in Sections II and III of this TOR.

## VI. Selection Criteria

The PCC shall select the most qualified service provider using the quality-cost based evaluation pursuant to the pertinent provisions of R.A. No. 9184 or the Government Procurement Reform Act. The 75% - 25% quality to cost ratio shall be used for this purpose allocated as follows:

Evaluation Criteria	Weight
<b>Technical Proposal</b> <ul style="list-style-type: none"> <li>▪ <i>Applicable Experience</i> (20%)</li> <li>▪ <i>Quality of project personnel</i>, i.e., suitability of key staff to perform the project's scope of work, general qualifications and competence including education and professional experience of key staff (20%)</li> <li>▪ <i>Plan of approach and methodology</i>, i.e., clarity, feasibility, innovativeness and comprehensiveness of the proposal (60%)</li> </ul>	75%
<b>Financial Proposal</b>	25%
<b>Total</b>	100%

The hurdle score for this project to pass in the evaluation is 80 percent.

## **VII. Approved Budget for the Contract and Mode of Procurement**

The Approved Budget for the Contract (ABC) for this engagement is **Two Hundred Sixty Thousand Pesos (PhP260,000.00)**, inclusive of all applicable government taxes and service charges.

The procurement of the Consulting Services shall be undertaken through Negotiated Procurement – Small Value Procurement pursuant to RA No. 9184 and its revised Implementing Rules and Regulations (IRR).

## **VIII. Mode of Payment**

Payment shall be endorsed to the OIC-Director of Administrative Office; and the payment shall be released within fifteen (15) days upon receipt of the billing statement supported by a Certificate of Satisfactory Service Rendered, and the PCC's acceptance of the deliverables listed above.

## **IX. Confidentiality of Data and Information**

The Consultant that 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.

## **X. Liquidated Damages**

If the LSP 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.

## **XI. Dispute Resolution**

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

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

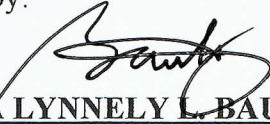
Any amendments and additional terms and conditions of the Contract must be in writing, signed and acknowledged by the Parties.

Prepared by:



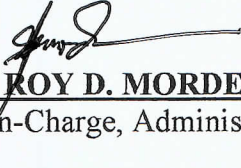
JANETH C. TAVANLAR  
PCC HRMO III, HRDD

Reviewed by:



ANTONIA LYNNELY L. BAUTISTA  
PCC Chief Administrative Officer, HRDD

Approved by:



ALLAN ROY D. MORDENO  
Officer-in-Charge, Administrative Office

**CONFORME:**

\_\_\_\_\_  
**Name and Signature of Authorized Representative**

\_\_\_\_\_  
**Designation**

\_\_\_\_\_  
**Name of Company**

\_\_\_\_\_  
**Date**

Bidders are requested to submit the following documents:

**For individual**

- a. Cover Letter
- b. Curriculum Vitae
- c. Copy of Diploma/Certificate of Graduation
- d. List of client references with contact details
- e. List of all on-going and completed government and private contracts, including contract/s awarded but not yet started, if any, which is/are similar to the project to be bid
- f. Certificate of Satisfactory Services Rendered, or its equivalent, for completed government and private contracts
- g. Comments and suggestions of offeror on the TOR
- h. Description of the methodology and work plan for performing the project

**For firm**

- a. Cover Letter
- b. Company Profile
- c. List of client references with contact details
- d. List of all on-going and completed government and private contracts, including contract/s awarded but not yet started, if any which is/are similar to the project to be bid
- e. Certificate of Satisfactory Services Rendered, or its equivalent, for completed government and private contracts
- f. Comments and suggestions of offeror on the TOR
- g. Description of the methodology and work plan for performing the project
- h. Project Team composition and taskings
- i. Curriculum Vitae of Project Team members

**Financial Proposal**

Financial Proposal with cost breakdown