

REQUEST FOR PROPOSAL

P.R. No./Date: 201810-03011 / 22 October 2018 RFQ No./Date: 201811-0245 / 19 November 2018

Sir / Madam:

Please quote your lowest price/s for the item/s listed below including the total amount in legible style (preferably typewritten) and return this duly signed by the company's authorized signatory/ies to the General Services Division, Administrative Office c/o Mr. Jerson Q. de la Torre, 25/F Floor of the above address or e-mail to msdizon@phcc.gov.ph on or before **23 November 2018, 5:00 PM**.

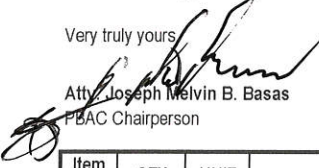
Your participation to this bidding shall be subject to the requirements as identified below:

- PhilGEPS Registration Number.
- Mayor's/Business Permit / BIR Certificate of Registration in case of individual.
- Latest Income/Business Tax Return.
- Professional License/Curriculum Vitae.
- Omnibus Sworn Statement.
- Signed Terms of Reference.
- Proposal must be inclusive of all applicable government taxes and subject to 5% R-VAT and 1% (PO) or 2% (JO) deductions
- Bids must be submitted using this form. Supplemental information using your company stationery may be attached to reflect the complete specification of bid e.g., brand name, model, pictures/brochures/literature, menu, etc.
- Bids should not exceed the Approved Budget for the Contract (ABC) in the total amount of ₱800,000.00
- Award shall be made by lot (please bid for all items to avoid disqualification of bid) or
- Award shall be made by line item.
- Bids should be valid for a **minimum of one (1) month** from deadline of submission of bids as indicated above
- Procured items shall be delivered to PCC Office
- Payment terms: Send Bill arrangement
- Refusal to sign and accept an Award/Purchase Order/Job Order or enter into contract without justifiable reason, maybe ground for imposition of administrative sanctions under Rule XXIII of the Revised IRR of RA 9184.

In case you do not receive any communication from PCC 3 days/months from the deadline indicated above, it will mean that the award was not made in your favor. With the end in view of obtaining the contract most advantageous to the government, PCC reserves the right to: 1) accept or reject any or all the quotations/bids; 2) award the contract on a per item/lot basis; and 3) to annul the bidding process and to reject all quotations/bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

For clarifications, please contact PCC-AO-GSD - c/o Mr. Jerson Q. de la Torre, in the above address/telephone numbers.

Very truly yours,


Atty. Joseph Melvin B. Basas
PBAC Chairperson

Item No.	QTY	UNIT	ITEM/DESCRIPTION	BRAND/MODEL	UNIT PRICE	TOTAL (PhP)	
				(To be filled-up by the supplier)			
1		LOT	Engagement of a Consultant for the Development of Philippine Competition-Commission Human Resource Development Plan				
			<i>Note: Please see attached Terms of Reference (TOR) and Criteria for Evaluation /Selection for the project requirement.</i>				
			*****nothing follows*****				
This procurement shall be subject to the salient provisions of the IRR of RA 9184 - Liquidated Damages - Section 68 and the delivery schedule shall be completed within 5 calendar days from the receipt of the Purchase Order.						TOTAL:	

(Bidders, please provide **complete** information below)

Signature : _____
Name/Designation : _____
Name of Company : _____
Address : _____
Telephone/Fax : _____
E-mail Address: _____
TIN : _____

TERMS OF REFERENCE

Engagement of a Consultant for the Development of the Philippine Competition Commission Human Resource Development Plan

I. Background and Rationale

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.

In support of the PCC’s Vision and Mission and to ensure successful attainment of the abovementioned mandate, the PCC shall develop Human Resource Development Plan (“HRDP” or the “Project”) which will enable the Commission to have a full understanding of the challenges currently being faced by the agency, and help it identify the strategic learning and development interventions needed to address these challenges and bridge performance gaps. The HRDP will provide PCC employees with opportunities to strengthen their competencies, and guidance on the right behaviors at work to improve performance while at the same time increasing employee satisfaction.

II. Objective

The PCC requires the services of a consultant (the “Consultant”) to provide assistance to the Human Resource Development Division (“HRDD”) in the formulation of the HRDP which is expected to:

1. Enable the management to fully understand the challenges and performance gaps in the PCC;
2. Identify the learning and development needs of employees to address performance gaps;
3. Prioritize learning and development needs that are urgently needed, relevant and has a high impact to the Commission’s strategic priorities;
4. Identify the interventions that are appropriate for the learning and development needs of employees; and
5. Guide the HRDD in aligning its programs and activities with the individual and organizational needs of the Commission.

III. Scope of Services

The Consultant shall undertake the following tasks and activities (the “Services”):

1. Undertake organizational analysis by reviewing goals and objectives, strategies, structure, policies and procedures, job design, workflow processes, and other factors that facilitate or inhibit an employee’s ability to meet job performance expectations;

2. Perform operational analysis by examining jobs to determine the requirements, in terms of the tasks required to be carried out and the Knowledge, Skills and Attitudes (“KSA”) required to get the job done;
3. Undertake a person analysis by reviewing the accomplishment and performance of employees relative to the assigned jobs to determine whether they have the required KSAs to perform at the expected level;
4. Conduct a training needs analysis and provide a report thereon;
5. Identify both training and developmental needs, as well as the non-training needs, to bridge the Organizational Performance Gaps (“OPG”) and Individual Performance Gaps (“IPG”);
6. Design a Human Resource Development Plan comprising of:
 - a) Training and Development Plan and programs/measures to address the KSA gaps with measurement of training effectiveness plan;
 - b) Career Development Plan; and
 - c) Succession Plan
7. Develop a Monitoring and Evaluation System to measure whether the HRDP has been implemented according to the plan (monitoring), and is having the desired result (evaluation); and
8. Present the results of the undertaking.

IV. Approved Budget for the Contract

For the services rendered pursuant to the Project, PCC has allotted an Approved Budget for the Contract in the amount of **Eight Hundred Thousand Pesos (Php 800,000.00)** inclusive of all taxes (the “Contract Price”). The Contract Price includes all the Consultant’s costs and profits arising from or in relation to the services rendered in connection with and/or in preparation for the Project.

V. Remuneration, Timetable and Deliverables

The Consultant shall be engaged to perform the Project for a total duration of *three (3) months* from the Notice of Award, including the preparation of deliverables and the actual submission and acceptance of the final output. During said period, the Consultant will be assigned to the HRDD. Below are the expected deliverables to be submitted to the PCC as part of the scope of work, with the respective execution deadlines:

Deliverable/Milestone	Submission/ Execution Deadline
Kick-off Meeting and Submission of Inception Report	November 26-30, 2018
Organizational Analysis Report	December 3-7, 2018
Competency Assessment and Profiling	December 10-21, 2018
Competency Needs Analysis Report	December 21-28, 2018
Presentation of Final Outputs: Human Resource Development Plan <i>i. Learning & Development Plan</i> <i>ii. Individual and Career Development Plan</i> <i>iii. Succession Plan</i>	January 2 to February 28, 2019

Monitoring and Evaluation System	
Finalization of Outputs	March 1-15, 2019

Each document to be submitted should be duly dated and originally signed by consultant. Likewise, each document submitted shall be duly received by the authorized PCC employee to properly indicate the date of submission.

All payments shall be endorsed by the Director of the Administrative Office, and each tranche payment to the Consultant shall be released upon PCC's acceptance of the deliverables listed below. The tranche payment schedule shall be as follows:

Milestone	Deliverable	Contract Price per Milestone
Kick-off Meeting and Submission of Inception Report <i>from November 26 to December 30, 2018</i>	Signed original copy of the Inception Report with Methodology/Work Plan and Financial Proposal Plan; and Proof of the conducted Kick off Meeting (e.g. duly certified correct attendance sheet)	Php 80,000.00 or 10% of the Contract price
Organizational Analysis Report <i>from December 3 to 7, 2018</i>	Signed original copy of Organizational Analysis Report	Php 80,000.00 or 10% of the Contract price
Competency Assessment and Profiling <i>from December 10 to 21, 2018</i>	Signed original copy of results of Competency Profiling	Php 160,000.00 or 20% of the Contract price
Competency Needs Analysis Report <i>from December 21 to 28, 2018</i>	Signed original copy of Training Needs Analysis Report	Php 80,000.00 or 10% of the Contract price
Presentation of Final Outputs Human Resource Development Plan <i>following the schedule of execution deadline</i> <i>i. Training & Development Plan</i> <i>ii. Career Development Plan</i> <i>iii. Succession Plan</i>	Human Resource Development Plan <i>i. Training & Development Plan</i> <i>ii. Career Development Plan</i> <i>iii. Succession Plan</i>	Php 320,000.00 or 40% of the Contract price
Monitoring and Evaluation System of the Project Implementation <i>from January 2 to February 28, 2019</i>	Signed original copy of Monitoring and Evaluation System Plan / Report	
Finalization of Outputs <i>from March 1 to 15, 2019</i>	Signed original copy of Final Results	Php 80,000.00 or 10% of the Contract price
	Total	Php 800,000.00

VI. Payment Scheme

The PCC shall pay the Service Contractor within fifteen (15) working days upon receipt of the original signed Statement of Account, or billing statement, supported by an Inspection and Acceptance Report (IAR), Certificate of Completion and/or Certificate of Satisfactory Service Rendered to be issued by the end-user, and upon completion of all the deliverables / documentary requirements.

VII. Qualifications of the Consultant

The Consultant should be legally registered in PhilGEPS and has secured a BIR Tax Certificate and/or Clearance, and/or duly registered with DTI/SEC/CDA to be eligible to submit bids. Similarly, the Consultant should have the following minimum qualifications and requirements, which are as follows:

Minimum Qualification	Required Document/s to be Submitted
1. Must be a practitioner in the field of human resource management and development.	Certificate of employment / proof of practice in the field of human resource management and development
2. With at least five (5) years of consultancy experience in Organizational Analysis and Human Resource Development projects.	Certifications from previous consultancy engagements and/or companies/organizations in Organizational Analysis and Human Resource Development projects for the past five years.
3. Has been engaged by at least five (5) companies/organizations as consultant for Organizational Analysis and Human Resource Development projects.	Certificates of Satisfactory Service / Certificate of Completion
4. Preferably with at least three (3) similar engagements with the Government	Certificates of Satisfactory Service /Certificate of Completion
5. With at least three (3) consultancy staff – 1 consultant and 2 technical staff.	Curriculum vitae of consultancy staff
6. With a master's degree or equivalent in Organizational Development or Psychology, Human Resources Management, Public Management, or any other related social science course.	Copy of diploma
7. With a Methodology/Work Plan and Financial Proposal that fits the requirements and schedule specified in the Terms of Reference.	Original signed Methodology / Work Plan and Financial Proposal
8. With extensive knowledge of the CSC Rules, Programs and Systems	Certificates of Relevant Trainings Attended

VIII. Mode of Procurement

Considering that the Consultant will be hired to perform work that is highly technical, the procurement of the Consultant's services shall be through a Small Value Procurement – Consultancy, as provided for under Section 53.7 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.

IX. Confidentiality of Data and Information

All the materials, data and information used and generated through this engagement shall be the sole property of PCC. The consultant or firm shall not use nor disseminate these documents for their own research purposes without the written consent of the PCC.

X. Liquidated Damages

If the supplier fails to deliver any or all of the goods and/or to perform the services within the period specified in the 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

the unperformed portion of every day of delay. 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 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.

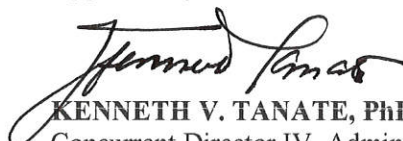
In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and

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

Prepared by:


ANTONIA LYNNELY L. BAUTISTA

Approved by:


KENNETH V. TANATE, PhD.
Concurrent Director IV, Administrative Office

Conforme:
_____ Name and Signature of Authorized Representative
_____ Designation
_____ Name of Company
_____ Date

Criteria for Evaluation or Selection

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	DESCRIPTION	WEIGHT (%)	RAW SCORE	RATING
Applicable Experience	Number of years in operations/existence	20%		
	Number of companies/organizations engaged as clients of similar programs	40%		
	Competency / Years of experience of consultancy services in similar programs	40%		
	100%			
Quality of Personnel	Number of consultant/technical staff	30%		
	Educational attainment of the consultant (of lead consultant, if firm)	20%		
	Training qualifications of consultant (of lead consultant, if firm)	20%		
	Knowledge of CSC rules, systems, and programs (CSC accreditation, CSC training/seminar attended,	30%		
	100%			
Plan of approach and methodology	Work Plan	30%		
	Approach and methodology (clarity, feasibility, innovativeness, and comprehensiveness of the proposal and implementation)	70%		
	100%			
Applicable Experience	X (0.25)			
Quality of Personnel	X (0.25)			
Plan of approach and methodology	X (0.25)			
Financial Proposal	X (0.25)			
TOTAL				

Note: Passing Score = 70%