

**REQUEST FOR QUOTATION / PROPOSAL**

**Engagement of Consultant for the Conduct of a Rapid Survey for Subdivision Homeowners in Central and Southern Luzon**

P.R. No./Date Received: 201903-0075 / 27 March 2019

RFQ/P No. / Date: 201903-0077 / 27 March 2019

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.
- Latest Income/Business Tax Return.
- 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)**

This pro-forma quotation maybe submitted in sealed envelope through **registered mail** to the PCC Bids and Awards Committee (PBAC) Secretariat at above address on or before **01 April 2019 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 of 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  
PBAC Chairperson

Item	QTY	ABC	Technical Specifications	Brand/Model	Unit Price	Total Amount
				(To be filled-up by the supplier)		
1	lot	₱ 450,000.00	Engagement of Consultant for the Conduct of a Rapid Survey for Subdivision Homeowners in Central and Southern Luzon  (See attached Terms of Reference for complete specifications / requirements)			
Total Lot ABC		₱ 450,000.00	<b>TOTAL Amount</b>			
<b>Delivery Instructions:</b>			<i>As specified in the attached Terms of Reference</i>			

(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 : \_\_\_\_\_

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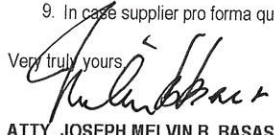
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Company Tax Identification Number : \_\_\_\_\_



**TERMS OF REFERENCE**  
**Engagement of Consultant for the Conduct**  
**of a Rapid Survey for Subdivision Homeowners in Central and Southern Luzon**

## 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, abuse of dominant position, and anti-competitive mergers and acquisitions, as the law aims to enhance market competition for the benefit of both consumers and businesses. The Commission, *motu proprio* or upon notification, has the power to review mergers and acquisitions having a direct, substantial, and reasonably foreseeable effect on trade, industry, or commerce in the Philippines, based on factors deemed relevant by the Commission.

A joint team of lawyers and economists (the “Case Team”) from the Mergers and Acquisitions Office (“MAO”), and the Economics Office (“EO”) is currently reviewing a proposed transaction between entities involved in the operations of water utilities. It is typically difficult for a Case Team to cover all aspects of a review within the limited timeframe allowed by the PCA. As such, the conduct of a rapid survey among key informants pertinent to the selected case will streamline data gathering and facts verification.

The PCC requires the expertise and experience of consultants in market research to conduct a rapid consumer survey on the quality of water supply experienced by subdivision homeowners in select municipalities in Cavite, Batangas, Zambales, and Bulacan, which is beyond the capability of the PCC.

<b>Type of survey</b>	Rapid consumer survey
<b>Expected survey design</b>	Random sampling design
<b>Survey area</b>	Cavite, Batangas, Zambales, and Bulacan
<b>Sample size (Respondents)</b>	400
<b>Duration of the project</b>	Three (3) Weeks
<b>Approved Budget for the Contract</b>	PhP 450, 000

## II. OBJECTIVES

## III. SCOPE OF WORK

### A. Tasks

The Survey firm shall carry out the following tasks:

#### Pre-survey Activities

- 1) **Revise and finalize the survey instrument and sampling design**
  - a. Review of draft survey questionnaire provided by PCC;
  - b. Format the draft survey questionnaire into a survey instrument;
  - c. Ensure that the survey design is suitable for the target respondents;
  - d. Translate the survey instrument into other dialects, if necessary;
  - e. Finalize the survey instrument in coordination with PCC staff; and

- f. Finalize the sampling methodology in coordination with PCC.

*Deliverables*

- 1.1 Final survey instrument in English and Filipino, if necessary; and
- 1.2 Final sampling design and methodology including alternative respondents in case of nonresponse.

**2) *Plan, design and implement training for enumerators, data encoders and field supervisors***

- a. Recruit and train the enumerators and field supervisors on data collection, and on handling questions and problems that may arise during the field work;
- b. Prepare the field work protocols for the enumerators and field supervisors; and

*Deliverables*

- 2.1 Final enumerator's manual;
- 2.2 Report on the composition of the field team, including the number of enumerators, field supervisors and data encoding staff, and their qualifications and responsibilities; and
- 2.3 Report on the training of the required staff.

**Data Collection, Processing and Reports**

**3) *Deploy field enumerators and supervisors for the actual survey***

- a. Prepare the necessary materials and equipment;
- b. Secure relevant permits from the authorities in the concerned communities;
- c. Inform PCC of the schedule of field operations and give relevant updates; and
- d. Deploy enumerators to the field to conduct the actual survey, within the timeframe agreed upon with PCC.

*Deliverables*

- 3.1 Report on the status of the survey, including difficulties encountered and possible deviations from the original plan.

**4) *Encode and clean data***

- a. Encode the collected data; and
- b. Clean and validate data files.

*Deliverables*

- 4.1 Protocol for data entry and quality control measures;
- 4.2 Electronic files of datasets (raw and modified in CSV, ASCII, Excel or any other Stata ready format) and data dictionary;
- 4.3 Hard copy and electronic form (in .pdf, .doc or .xlsx as applicable) of documents and other materials used in the survey; and
- 4.4 Written response to the PCC's inquiries as needed.

**B. Survey mode and length**

Personal interviews based on a detailed questionnaire will be conducted with the qualified respondents. Each interview is expected to last for approximately fifteen (15) minutes.

### C. Target respondents, sampling and sample sizes

The sampling units shall be subdivision homeowners in 6 cities/municipalities in Cavite, Batangas, Zambales, and Bulacan, with a total of at least four hundred (400) homeowners. The survey firm may use random sampling based on specified variables (e.g., margin of error, level of significance and standard deviation) as specified by the end-user upon the awarding of the contract.<sup>1</sup> The survey firm will also propose a method of allocating and selecting the sampling and elementary units.

## IV. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) is **Four Hundred Fifty Thousand Pesos (PhP 450,000.00)**, inclusive of all applicable taxes, service charges, and must cover the costs arising from or in relation to the services rendered in connection with and/or in the preparation to the actual survey and delivery of post-survey documents and reports.

## V. MODE OF PROCUREMENT

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

## VI. TIMELINES, DELIVERABLES, AND SCHEDULE OF PAYMENT

The Service Contractor shall be engaged for three weeks immediately after the Contract Signing with the Service Contractor. Preparation of survey materials, actual survey, and delivery of electronic files of datasets should be completed within the three (3)-week period.

All payments shall be endorsed by the Director of the Economics Office; and each tranche payment to the Consultant shall be released upon PCC's acceptance of the deliverables listed below accompanied by a Certificate of Satisfactory Service issued by the end-user. The tranche payment schedule shall be as follows:

Milestones	Deliverable/s	% of contract amount
Contract signing (Day 1) Within one (1) day from the Notice of the Award	Duly signed Financial Proposal to cover the cost of the project.	15%
<b>Pre-survey activities</b> <i>Submission date:</i> Within seven (7) calendar days from the date the contract is signed	Printed and original signed documents duly accepted and received by the PCC, as follows: <ul style="list-style-type: none"><li>• Final survey instrument in English and Filipino</li><li>• Final sampling design and methodology including alternative respondents in case of nonresponse.</li><li>• Final enumerator's manual</li><li>• Report on the composition of field team including the number of enumerators, field supervisors and</li></ul>	25%

<sup>1</sup> Specifications are confidential as the details pertain to the identity of the case in review.

	<p>data encoding staff, and their qualifications and responsibilities.</p> <ul style="list-style-type: none"> <li>• Report on the training of the required staff</li> </ul>	
<p><b>Data Collection and Processing</b> Submission date: Within twenty-one (21) calendar days from the date the contract is signed</p>	<p>Printed and original signed documents duly accepted and received by the PCC, as follows</p> <ul style="list-style-type: none"> <li>• Report on the status of the survey, including difficulties encountered and possible deviations from the original plan.</li> <li>• Final sampling design and methodology</li> <li>• Protocol for data entry and quality control measures;</li> <li>• Electronic files of datasets (raw and modified in CSV, ASCII, Excel or any other Stata ready format) and data dictionary;</li> <li>• Original signed transmittal of the Electronic files of datasets (raw and modified in CSV, ASCII, Excel or any other Stata ready format) and data dictionary</li> <li>• Hard copy and electronic form (in .pdf, .doc or .xlsx as applicable) of documents and other materials used in the survey; and</li> <li>• Written response to the PCC's inquiries as needed.</li> </ul>	60%

All payments will be subject to the usual government accounting and auditing rules and regulations and be subjected to existing and applicable taxes.

The PCC shall pay the consultant within fifteen (15) working days upon receipt of the original signed Statement of Account, or billing statement, supported by a Certificate of Satisfactory Service Rendered to be issued by the end-user, and upon completion of all the deliverables / documentary requirements for each tranche payment

**VII. SERVICES TO BE PROVIDED BY THE PCC**

1. Provide the survey firm with the draft survey questionnaire and draft enumerator's manual; and
2. Constantly coordinate with the survey firm on the planning and implementation of the survey.

**VIII. QUALIFICATIONS OF THE CONTRACTOR AND ITS PERSONNEL**

<b>Consultant</b>	<b>Basis</b> (To be submitted as part of the proposal)	<b>Qualification</b>
Experience and capability of the survey firm	Records of previous engagement and quality of performance in projects related to competition and other similar fields, and geographical distribution of current/ impending projects	At least five years in business
		Engaged with at least 5 (five) companies/institutions, two (2) of which belonging to the public/government sector, in any of the following: preparation of survey instruments and sampling designs, provision of trainings for enumerators, data encoders, etc., conduct of survey, collection and analysis of data, and reporting of survey results

The core members of the project team must meet the following minimum qualifications:

<b>Personnel</b>	<b>Level of Qualification</b>	<b>Professional experience (minimum)</b>
Project Manager	Any degree in social sciences and research	Seven (7) years of experience with socioeconomic consumer survey design and implementation with at least 16 hours of training.
Statistical Service Executive	B.S. Statistics	Five (5) years of experience in statistical techniques and sampling design with at least 16 hours of training.
Electronic Data Processing Manager	Any 4-yr degree course	Two (2) years of experience in designing a system to input and manage data. Good command of Stata.
Tabulation Manager	Any 4-yr degree course	Two (2) years of experience in data management. Good command of Stata.
Field Manager	Any 4-yr degree course	Two (2) years of experience in consumer-level survey
Field Supervisor (per survey area)	Any 4-yr degree course	Two(2) years of experience in consumer-level survey

Note: To prove the expertise of the consultants who shall handle this project, kindly submit an original signed extensive curriculum vitae and copies of certificates indicating the above qualifications.



**IX. CRITERIA FOR EVALUATION**

The technical and financial proposals of the bidders will be evaluated using the Quality-Cost-Based Evaluation (QCBE).

***Evaluation Criteria:***

<b>Criteria</b>	<b>Basis</b>	<b>Weight</b>
<b>Technical Proposal</b>		60%
Quality of personnel to be assigned to the project (20%)	Signed curriculum vitae submitted	
Experience and capability of the survey firm (30%)	Records of previous engagement, quality, and extensive knowledge on the conduct of rapid survey on household.	
Plan of approach and methodology (50%)	Timelines, written proposal, overall quality of proposed work	
<b>Financial Proposal</b>		40%
<b>TOTAL</b>		<b>100%</b>

The bidder with the highest rated score based on the technical and financial proposals submitted, provided that the score shall pass the hurdle rate of 85 points, shall be the Highest Rated Bidder.

**X. CONFIDENTIALITY OF DATA AND INFORMATION**

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. The service provider shall not use nor disseminate these documents for their own research purposes without the written consent of the PCC. All the materials, data, and information used and generated through the survey shall be under the sole ownership of PCC. The survey firm and any of its personnel shall, at all times, keep the confidentiality of such materials, data, and information, and shall not use nor disseminate these materials, data, and information for their own research purposes without the written consent of the PCC.

**XI. CONFLICT OF INTEREST**

The Service Provider must be independent from the entities which operate in the business of the sector covered by the scope of this engagement and must have no conflict of interest. There is conflict of interest when the Consultant has an interest in the business of the entities operating, whether directly or indirectly, in the sector covered by this engagement, and the interest of such Consultant, or his rights or duties therein, may be opposed to or affected by the performance of his duty as Consultant.

**XII. LIQUIDATED DAMAGES**

If the contractor 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 the unperformed portion for every day of delay, provided that the maximum deduction shall be ten percent (10%) of the total amount of the contract. Once the maximum allowable deduction is reached, the procuring entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies available to it.



**XIII. 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 C, 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>