

REQUEST FOR PROPOSAL

Engagement of Consultancy Services in Crafting the Manual on Partnerships and Cooperation Agreements

P.R. No./Date Received: 2020-06-0084/ 23 June 2020

RFQ/P No. / Date: 2020-07-0085/ 13 July 2020

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**
- **PhilGEPS Registration Number**
- **License/ Curriculum Vitae**
- **Notarized Omnibus Sworn Statement (may be submitted prior to issuance of Notice of Award)**
- **Signed Terms of Reference**

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 **nppitallano@phcc.gov.ph** or **procurement@phc.gov.ph** on or before **17 July 2020, 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,



JESON Q. DE LA TORRE
Head, PBAC Secretariat

Item	QTY	ABC	Technical Specifications	Brand/Model	Unit Price	Total Amount
				(To be filled-up by the supplier)		
1	1	₱ 60,000.00	Engagement of Consultancy Services in Crafting the Manual on Partnerships and Cooperation Agreements			
			<i>Instructions: Please see attached Terms of Reference for details</i>			
Total ABC		₱ 60,000.00		TOTAL Amount		
Instructions:			<i>Please see attached TOR for details.</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 : _____

TERMS OF REFERENCE

Engagement of Consultancy Services in Crafting the Manual on Partnerships and Cooperation Agreements for the Philippine Competition Commission

I. Background and Rationale

The Philippine Competition Commission (the “PCC”) is an independent quasi-judicial body organized under the Philippine Competition Act (the “PCA”), mandated to ensure fair competition in the market by prohibiting anticompetitive agreements, abuse of dominant position, and anticompetitive mergers and acquisitions.

In order to foster a culture of competition through advocacy and competition champions, the Legal Services Division (the “LSD”) of the PCC is tasked to build and establish collaborative relationships with other government agencies through execution of memoranda of agreement and other similar cooperation frameworks with partner institutions (the “MOAs”).

II. Objective

The PCC requires the services of a consultant (the “Consultant”) to provide technical assistance to the LSD in the development and formulation of the Manual on Partnerships and Cooperation Agreements (the “MPCA”) for the PCC (the “Project”).

The MPCA is a tool intended to provide guidance in the negotiation, execution and administration of memoranda of agreement and other similar cooperation frameworks with partner institutions. The guidelines will include the stages in the process of negotiation, instruments and recommendations for structuring agreements, questions to consider when generating content for each section, sample language and paragraphs to illustrate and provide examples and guidance. The Project will effectively aid the PCC in the prioritization and negotiation of MOAs in order to achieve the targeted MOAs to be executed based on the Commission Guidance and will likewise assist the PCC in reviewing existing MOAs and on what provisions to amend to make it more effective.

III. Scope of Services

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

1. Prepare an Inception Report and workplan in consultation with the PCC through the LSD, including the proposed format/layout and outline of the contents of the MPCA;
2. Draft the MPCA that will guide the PCC in the prioritization, negotiation and execution

of MOAs in the performance of its mandate and the review of existing MOAs to improve its implementation;

3. Utilize relevant information from regular consultation activities with the PCC in performing the tasks and preparing the deliverables throughout the duration of the Project; and
4. Meet with the end-users of the procurement project regularly or upon request.

IV. Qualifications and Selection of the Service Provider

Only eligible bidders will be considered for evaluation. The PCC shall select the most qualified service provider using the Quality-Cost Based Evaluation Procedure (the “QCBE”) pursuant to the pertinent provisions of Republic Act No. 9184 otherwise known as the Government Procurement Reform Act. The 80%-20% quality to cost ratio shall be used for this purpose allocated as follows:

1. Technical proposal (80%)

- a. General qualifications and competence including education and training;
 - i. a post graduate degree in Law, Public Policy, or a related field of study;
 - ii. at least five (5) years relevant experience in competition policy, law and/or related field, and
 - iii. good command of written and spoken English.
- b. Experience and capability of the consultant which include records of previous engagement and quality of performance in similar and in other projects; and
- c. Plan of approach and methodology.

2. Financial proposal (20%)

Rating = (LAP/AOP) x % Allocation

where: LAP = lowest amount offered among offerors

AOP = amount of offer in the financial proposal

% Allocation = weight assigned to the financial proposal

The hurdle score to pass the evaluation for this project is a weighted score of 75 out of 100 based on the QCBE described above.

V. Deliverables, Timelines and Payment Schedules

The Consultant shall be engaged to perform the Project for a total duration of three (3) months, including the preparation of deliverables and actual delivery of final output.

Reports and other relevant documents are to be submitted to and should be duly received by the PCC project manager. The proposed schedule of payment and deliverables is as follows:

Deliverable	Timeline	% of the Contract Price
Submission of Inception Report and Workplan	Fifteen (15) days after the issuance of Notice to Proceed	10
Submission of initial draft of MPCA	Thirty (30) days after the acceptance of Inception Report and Workplan	30
Submission of revised draft of MPCA	Thirty (30) days after the acceptance of initial draft (i.e. vetting by relevant stakeholders)	30
Submission of Final MPCA	Fifteen (15) days after the acceptance of revised draft (i.e. presentation to the Commission)	30
		PhP 60,000.00

VI. Approved Budget for the Contract and Mode of Procurement

The Approved Budget for the Contract for this engagement is **Sixty Thousand Pesos (PhP 60,000.00)**, inclusive of all applicable government taxes and service charges (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.

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.

VII. 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 the PCC. The Consultant shall neither use nor disseminate these documents without the written consent of the PCC.

VIII. Liquidated Damages

In case of failure in the delivery of expected service within the period specified in this TOR, the PCC shall deduct from the contract price as liquidated damages the applicable rate of one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the PCC may rescind or terminate the contract, without prejudice to other courses of action and remedies open to it.

IX. Dispute Agreement/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.

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

Prepared By:

Approved By:



ORLANDO P. POLINAR

Officer-in-Charge, Legal Services Division



MELBOURNE D. PANA

Chief-of-Staff, Office of the Chairman

CONFORME:

Name of Consultant / Firm

Signature of Consultant / Authorized Representative

Designation

Date