

REQUEST FOR PROPOSAL

Procurement of Services for iCLP: Online Learning Hub on Competition Law and Policy (CLP)

P.R. No. / Date Received: 2021-07-0090 / 01 July 2021

RFQ No./Date: 2021-07-0096 / 09 July 2021

The Philippine Competition Commission invites all eligible and PhilGEPS-registered suppliers, contractors and consultants to quote the best offer for the item/s described herein subject to the Terms and Conditions and within the Approved Budget for the Contract.

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

- Mayor's/Business Permit / BIR Certificate of Registration in case of individual.
- PhilGEPS Certificate Registration/Reference Number
- Signed Terms of Reference
- Latest Income/Business Tax Return
- Omnibus Sworn Statement (can be submitted prior to the issuance of JO and NOA)
- List of ongoing (including awarded but not yet started contracts) and previous engagements
- Portfolio of at least three (3) sample works within the last three (3) years
- Certificate of Satisfactory Completion and Acceptance
- Professional License/Curriculum Vitae
- Proposed Work Plan

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 or tjsakuma@phcc.gov.ph on or before **16 July 2021, 12:00PM** 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 may require you to submit additional documents that will prove your legal, financial and technical capability to undertake this contract.
6. Salient provisions of the Revised IRR (RIRR) of Republic Act (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 Section 41 of the same RIRR.
8. In case of tie quotations, suppliers' presence are required during tie breaking through draw lots or toss coin.
9. In case supplier's pro forma quotation is submitted, conditions will be governed by the submitted signed *Request for Quotation/Proposal* and/or *Technical Specifications Sheet / Terms of Reference* (if any).

Very truly yours,



JESON Q. DE LA TORRE
PBAC Chairperson



Item No.	QTY	UOM	ABC	Technical Specifications / Description	Total Amount		
					(To be filled-up by the supplier)		
1	1	lot	₱ 635,000.00	Procurement of Services for iCLP: Online Learning Hub on Competition Law and Policy (CLP)			
				- see attached Terms of Reference			
				xxxxx NOTHING FOLLOWS xxxxx			
Delivery Instructions:				see attached Terms of Reference			

(Please provide **complete** information below)

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

We agree to abide by this Quotation/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 Quotation/Proposal that 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

Procurement of Services for iCLP: Online Learning Hub on Competition Law and Policy (CLP)

I. Background and rationale

Since its inception in 2016, the Philippine Competition Commission (PCC) has been conducting various advocacy and capacity-building initiatives to increase awareness of the Philippine Competition Act (PCA) and enhance enforcement of the law. This is in line with the Philippine Development Plan 2017-2022, which includes among its key result areas an increase in stakeholder awareness of competition law. Before the COVID-19 pandemic, the PCC, primarily through its Communications and Knowledge Management Office (CKMO), had been conducting face-to-face/on-location activities and events in aid of attaining the agency's awareness targets.

Following the onset of the pandemic in early 2020 and the government's subsequent imposition of community quarantine restrictions, the PCC suspended the conduct of face-to-face activities. To compensate for the suspension of physical activities and help attain its awareness-raising targets, the PCC shifted to the online conduct of advocacy and capacity-building activities. This coincided with a similar shift to online/virtual work arrangements among Filipinos amid the government's mobility restrictions.

The PCC's online pivot however proved challenging, as the agency's initial attempts to reach out to stakeholder groups were turned down, citing their preoccupation with survival amid the pandemic-induced economic downturn. Compounding the economic dislocation was the Philippines' pre-existing internet connectivity constraints, which in turn hampered greater participation to the agency's webinars and other virtual advocacy activities. Even PCC's advocacy staff were not spared these connectivity issues, forcing CKMO to adopt simu-live webinars, wherein parts of the program were pre-recorded. In a stakeholder survey conducted in late 2020 by the CKMO's Capacity Building and Advocacy Division (CBAD), respondents cited schedule mismatch and other access issues among the reasons for their difficulty in joining live online activities.

II. Project description and objectives

To complement its live webinar offerings and intensify its public education and awareness campaign, the PCC's CKMO proposes to establish an on-demand online learning program named the **iCLP: Online Learning Hub on Competition Law and Policy (CLP)**. The establishment of an online learning hub is timely as it will ride on the growing public acceptance of online learning and will take advantage of the flexibility of on-demand access given the Philippines' connectivity constraints.

For its pilot this year, the program will offer an introductory CLP course for micro, small and medium enterprises (MSMEs). MSMEs make up 99.5% of the total number of

business establishments in the country and account for about 36% of the Philippines' gross national product.¹ MSMEs support not only economic growth but are also crucial sources of livelihood for millions of Filipinos. With this, their competitiveness and resilience are of deep interest to policymakers and national agencies.²

Aside from the pilot course materials, the online learning hub will also serve as repository for other on-demand CLP resources and e-learning materials that stakeholders can access freely, at their pace.

III. Scope of work, implementation arrangements and parties' responsibilities

The service provider shall be engaged for a duration of six (6) months from the date of contract signing. This shall include the following services: designing and configuring the LMS platform, hosting, promotions and providing technical support.

In designing and configuring the learning management system (LMS) platform, the consultant shall accommodate the following features, system requirements, and services:

A. User Features

- Provides online registration for external users
- Implements a user application approval workflow for online registration
- Collects basic user information via profiles
- Create user groups and roles
- Use role-based access and permissions

B. Course Management System

- Has capabilities to create, replace, organize, and manage curricula, courses and learning modules
- The system shall have a single pane of management including the features detailed below but not limited to:
 - Homepage for users
 - Slide presentations
 - Embedded multimedia (audio, video, animation, etc. which the service provider will design and configure)
 - Links or embedding of internal and external resources
 - Online video conferencing/lectures
 - Attachment of files and other resources
 - Ability to archive and search documents and other learning content embedded in the system
 - Online exam or quizzes
 - Assignment submissions
 - Online discussion board/forum
 - Ability to import and export Shareable Content Object Reference Model (SCORM) material
- The LMS platform can also do the following:
 - Automate and enforce course or learning dependency workflow (only access learning modules or courses after a requirement is satisfied, i.e. online quiz is passed)
 - Schedule, operate, and manage classes and enrollments
 - Incorporate gamification (badges and leader boards) features to motivate learners
 - Include an online grading and reporting system

- Provide basic content management features to publish general web pages
- Implement a publication workflow to make materials available for access; and
- Has capabilities to print secure electronic certificates upon successful completion of learning module/course.

C. System Requirements

- Must be implemented as a cloud-based system accessible from commonly used web browsers (Google Chrome, Mozilla Firefox, Safari, Microsoft Edge, Opera, etc.)
- Can accommodate 300 concurrent users
- Ensure 24/7 access availability, except for advance notification of server maintenance and updates roll-out
- Must have at least 500 GB initial storage
- Provision of access to PCC on the following:
 - System availability reports
 - Storage status
 - Other status related to system activity
- Subscription to services, databases, system updates must be included during maintenance and support period during the whole service contract duration

D. Services and other requirements

- Design and configure the LMS platform which includes customization of the following:
 - Customization of User Interface (UI)
 - LMS functionality
 - Installation of plugins
 - Installation and availability of monitoring tools; and
 - Other customization work required by the end-user all throughout the contract period.
- Co-organize robust testing which include but not limited to the following functional and non-functional testing methods:
 - Unit testing
 - System testing
 - Acceptance testing
 - Performance testing
 - Security testing
 - Usability testing
 - Compatibility testing
- Provide training for end-users:
 - Online training for Administrators
 - Online training for Resource Persons and Course Creators
- Provide support for users and administrators during the service contract period of six (6) months with the following specific operations requirements:
 - Answer queries regarding technical and administrative use of LMS
 - Resolve LMS issues: troubleshooting, configuring, optimizing the server and/or the LMS infrastructure (when needed)
- Promote/advertise the e-learning hub through online marketing media and PCC's official channels amounting to PhP35,000.00 (inclusive of 15% administrative fee).

- Provide monthly report incorporating the following:
 - Received queries on the technical and administrative use of LMS and responses
 - Summary data from online registration for external users
 - Identified LMS issues (on troubleshooting, configuring, optimizing the server and/or the LMS infrastructure) and solutions
 - LMS platform updates done, if any
 - Promotion/advertising documentation (receipts and posts' reach and engagement (number of clicks, reactions, comments, shares, etc.)

E. System/Software and Information Assets Ownership and Copyright

- All content and materials produced for the LMS platform shall be the sole property of the PCC CKMO.
- All electronic documentation, materials, and content which may be accessed online is the property of the PCC CKMO during and after the service contract duration.
- The service provider should turn over all documents and other outputs, information assets as property of the PCC CKMO.
- The service provider must not copy, distribute, nor transfer in whole or in part any material and content thereof.

The PCC CKMO as **end-user** shall undertake the following:

- a. Provide orientation and general supervision and direction to the consultant on the deliverables required
- b. Provide online registration form and learning materials to be translated and integrated online
- c. Provide access to repository of pertinent files and information needed
- d. Provide information and materials necessary for the online promotion of the e-learning hub
- e. Upon acceptance and rollout of the LMS platform, manage and administer the platform to include, but not limited to the following tasks:
 - Uploading of learning materials
 - Coordinating with users/learners
 - Managing the user/learner experience
 - Perform system administration and basic troubleshooting

IV. Fund Source and Approved Budget for the Contract (ABC)

The Approved Budget for the Contract (ABC) for this engagement is **SIX HUNDRED THIRTY-FIVE THOUSAND PESOS (Php635,000.00)**, inclusive of all applicable government taxes and service charges. The fund is sourced from the General Appropriations of PCC. The services shall be a fixed price contract. Any extension of contract time shall not involve any additional cost to the PCC.

V. Mode of Procurement

The procurement of services shall be undertaken through Negotiated Procurement – Small Value Procurement pursuant to the provisions of Republic Act No. 9184 and its Revised Implementing Rules and Regulations.

VI. Timelines, Deliverables, and Payment Schedule

The Service Provider shall be engaged immediately after the issuance of the Notice to Proceed. The PCC shall avail itself of the services of the Service Provider for a period of six (6) months.

Below is the proposed timeline and corresponding deliverables:

Activity/Milestones	Requirements/ Deliverables	Timeline (in working days)	% of contract amount
Pre-implementation phase			
Submission and Presentation of Work Plan	Work Plan	Within two (2) days from issuance of the Notice to Proceed	10%
LMS platform and modules customization	e-learning modules and platform presentation	Within five (5) days from approval of work plan and receipt of learning materials from PCC	5%
LMS platform and modules testing	Submission and presentation of testing results	Within three (3) days from PCC approval of e-learning modules and platform presentation	5%
Intensive online onboarding for course creators and administrators	Onboarding schedule/program	Within two (2) days from PCC approval of testing results	N/A
Turnover/Submission of final LMS platform and modules	Final LMS platform and modules	Within two (2) days from the last session of online onboarding	20%
Implementation phase			
Submission of 1 st monthly report	Monthly report	Within three (3) days after end of the month	10%
Submission of 2 nd monthly report	Monthly report	Within three (3) days after end of the month	10%
Submission of 3 rd monthly report	Monthly report	Within three (3) days after end of the month	10%
Submission of 4 th monthly report	Monthly report	Within three (3) days after end of the month	10%
Submission of 5 th monthly report	Monthly report	Within three (3) days after end of the month	10%
Post-implementation phase			
Submission of Project Completion Report	Project Completion Report	At least seven (7) days before end of contract	10%
TOTAL			100%

The payment shall be released within 15 calendar days upon the submission and approval of each required milestone/activity, PCC's issuance of the Certificate of Satisfactory Services Rendered, and written statements and receipts in accordance with government accounting rules and procedures.

VII. Qualifications of the Service Provider

1. Qualification requirements. For a cloud-based subscription and customization of an LMS platform, the PCC CKMO proposes to engage a service provider with the required expertise and experience to design and implement this project. The Service Provider must be duly established in the Philippines.

A. Eligibility of the Prospective Bidder/s

The Service Provider is preferred to possess the following qualifications, as applicable:

Criteria	Minimum Qualification/s	Bases
Applicable experience of the Service Provider	<p>By the firm</p> <p>Years of experience: at least three (3) years of general experience in LMS development, implementation, and maintenance. Engagements: at least three (3) engagements/projects in the last three (3) years that involve LMS development, implementation, and maintenance, with at least one (1) of which were engagements with public/government sector.</p>	<p>- Certificate of Satisfactory Service or Certificate of Completion and Acceptance - Portfolio of at least three (3) sample works within the last three (3) years</p>
	<p>By the project lead and developers</p> <p>Years of experience: At least three (3) years of experience in developing, implementing, and maintaining an LMS platform. Engagements: involved in at least three (3) LMS development, implementation, and maintenance</p>	<p>- Signed curriculum vitae indicating relevant work experience (indicate in the CV the position the personnel are assigned to)</p> <p><i>Note: Pursuant to Section 33.3 of the revised IRR, there should be no replacement of key personnel before the awarding of the contract, except for justifiable reason, such as illness, death, or resignation provided it is duly supported by relevant certificates, or any delay caused by the procuring entity. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons, subject to appropriate sanctions as prescribed in the Philippine Bidding Documents (PBD).</i></p>
Plan of approach	Proposed approach with timeline of deliverables, in compliance with the deadlines set in this TOR	- Proposed Work plan
Overall work commitment	At most 5 ongoing projects (including awarded but not yet started contracts)	<p>- List of ongoing (including awarded but not yet started contracts) and previous engagements</p> <p><i>Note: Contract/s that will terminate on or before 90 calendar days, from the deadline of submission of eligibility documents for this project, shall not be considered as 'ongoing'.</i></p>

The pertinent documents to support the above-mentioned qualifications shall be part of the bid submission.

B. Evaluation of the Technical and Financial Proposals of the Shortlisted Bidders

The technical and financial proposals of the shortlisted bidders will be evaluated using the Quality Cost-Based Evaluation (QCBE), pursuant to the pertinent provisions of R.A. No. 9184 or the Government Procurement Reform Act. The 70% - 30% quality to cost ratio shall be used for this purpose and shall be allocated as follows:

Criteria	Weight (%)
TECHNICAL PROPOSAL	
Applicable experience of the Service Provider-firm	25%
Applicable experience of the Service Provider-project lead and developers	10%
Plan of approach	30%
Overall work commitment	5%
FINANCIAL PROPOSAL	
Rating = (LAP / AOP) x % Allocation	30%
Where: AOP = amount of offer in the financial proposal LAP = lowest amount offered among offerors % Allocation = percentage assigned to the financial proposal	

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

VIII. Information Security and Non-Disclosure Agreement

To ensure protection of PCC information assets, bidders are expected to observe and abide by the established PCC Information Security Management System (ISMS) and shall agree to sign a non-disclosure agreement.

All data, documents, records, configuration files and metadata (collectively “Information”) to be provided to the bidders for purposes of delivering the Services are considered confidential information and shall remain the sole property of PCC. The Service Provider shall acknowledge the importance of maintaining security and confidentiality of the Information and agree to prevent unauthorized transfer, disclosure, or use of these Information by any third person or entity. Bidders shall not use the Information for any purpose other than in connection with the Services. Bidders shall ensure that it will not retain, after completion of the Services with which the Information was provided, all or any portion of the Information, in any manner whatsoever.

IX. 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 Service Provider has an interest in the business of the entities operating, whether directly or indirectly, in the particular sector covered by this

engagement, and the interest of such Service Provider, or their rights or duties therein, may be opposed to or affected by the performance of their duty as Service Provider.

X. 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 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 Agreement/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.

Approved by:

ARNOLD ROY D. TENORIO
Director III, PCC-CKMO
Date: _____

Conforme:
Name and Signature of Authorized Representative

Designation

Company

Date

ANNEX A
RATING CRITERIA FOR EVALUATION OF THE TECHNICAL PROPOSAL

CRITERIA	PARAMETERS	RATING SYSTEM		WEIGHT (%)
Applicable experience of the Service Provider - firm (25%)	Number of years in experience	100	With more than three (3) years of general experience in LMS development, implementation, and maintenance	45%
		85	With three (3) years of general experience in LMS development, implementation, and maintenance	
		0	With less than three (3) years of general experience in LMS development, implementation, and maintenance	
	Number of engagements/projects, as specified in the TOR	100	With more than three (3) engagement/projects	45%
		85	With three (3) engagement/projects	
		0	With less than three (3) engagement/projects	
	Number of engagements/projects, with the public/government sector	100	With more than one (1) engagements/projects with the public/government sector in similar or relevant nature of work as mentioned above	10%
		85	With one (1) engagements/projects with the public/government sector in similar or relevant nature of work as mentioned above	
		0	With no engagements/projects with the public/government sector in similar or relevant nature of work as mentioned above	
Applicable experience of the Service Provider - project lead and developers (10%)	Number of years in experience	100	With more than three (3) years of general experience in LMS development, implementation, and maintenance	50%
		85	With three (3) years of general experience in LMS development, implementation, and maintenance	
		0	With less than three (3) years of general experience in LMS development, implementation, and maintenance	
	Number of engagements/projects, as specified in the TOR	100	With more than three (3) engagement/projects	50%
		85	With three (3) engagement/projects	
		0	With less than three (3) engagement/projects	
Plan of approach (30%)	Work plan	100	Very Good Characteristics under “good” are present. Decision points and the	100%

			sequence and timing of activities are very well defined, indicating that the offeror has optimized the use of resources. The work plan is explained in relation to the proposed approach and permits flexibility to accommodate contingencies.	
		85	Good The work plan fits the TOR well; all important activities are indicated in the activity schedule and their timing is appropriate and consistent with the assignment outputs; and the interrelation between the various activities is realistic and consistent with the proposed approach. There is a fair degree of detail that facilitates understanding of the proposed work plan.	
		0	Poor Not all key activities are included in the activity plan, and there are major inconsistencies between timing, delivery of outputs, and proposed approach.	
Overall work commitment (5%)	Number of ongoing projects	100	Less than 5 ongoing projects (including awarded by not yet started contracts)	100%
		85	5 ongoing projects (including awarded by not yet started contracts)	
		0	More than 5 ongoing projects (including awarded by not yet started contracts)	