

## REQUEST FOR QUOTATION / PROPOSAL

### Learning Service Provider for Capacity Building on Business Principles for the Philippine Competition Commission

P.R. No./Date Received: 2020-01-0041 / 10 February 2020

RFQ/P No. / Date: 2020-02-0045 / 10 February 2020

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 **Technical Specifications/Terms of Reference 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.
- PhilGEPS Registration Certificate / Number
- Signed Terms of Reference (TOR) / Technical Specifications Sheet (if any)
- Professional License/Curriculum Vitae (**for Consulting Services only**)
- Income / Business Tax Return
- Notarized Omnibus Sworn Statement - **Annex "A" (to be submitted prior to Notice of Award issuance)**

This pro-forma quotation may be 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](mailto:procurement@phcc.gov.ph) or [msdizon@phcc.gov.ph](mailto:msdizon@phcc.gov.ph) on or before **17 February 2020 15:00 PM** 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** / this RFQ with **Technical Specifications**
10. Award shall be made by lot.

Very truly yours,

(originally signed)

ATTY. FERDINAND B. REDULLA  
PBAC Vice-Chairperson

Item	QTY	ABC	Technical Specifications	Brand/Model	Unit Price	Total Amount
				(To be filled-up by the supplier)		
1	lot	₱200,000.00	Learning Service Provider for Capacity Building on Business Principles for the Philippine Competition Commission			
			*****nothing follows*****			
<b>Delivery Instructions:</b>			<i>(please refer to the attached TOR)</i>			

*(Please provide **complete** information below)*

We undertake, if our Quotation/Proposal is accepted, to supply/deliver the goods or perform the contract in accordance with the **Technical Specifications/Terms of Reference** and/or **Delivery Instructions**.

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 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**  
**Learning Service Provider for Capacity Building on Business Principles for the**  
**Philippine Competition Commission**

**I. BACKGROUND**

The Philippine Competition Commission (PCC) is an independent quasi-judicial body mandated to promote market competition by enforcing the Philippine Competition Act (PCA). The PCA's primary objective is to protect consumer welfare and preserve market efficiency.

Among the functions of the Economics Office (EO) of the PCC is to evaluate the impact of government policy on market competition and consumer welfare and to provide economic analysis to support the detection and investigation of anti-competitive behavior. In analyzing the impact of mergers and acquisitions on market competition and in investigating potential violations of the PCA, the PCC considers various sources of information, including internal corporate documents, marketing plans, profit and loss reports, financial statements, among others. To be better equipped to handle these cases, the PCC recognizes the need to train its staff on business and marketing principles.

In this regard, the Economics Office, together with the Office of Commissioner Amabelle C. Asuncion, aim to engage the services of a Consultant to design and conduct a capacity building activity on business principles through various training modules. The modules to be designed and conducted by the Consultant thus aim to fill in the knowledge gaps of PCC staff.

**II. OBJECTIVE**

The capacity building activity aims to develop and strengthen the knowledge of PCC staff with regards to business principles. The participants of this activity will come primarily from the staff of the Economics Office and from other operational units that provide outputs for competition case reports.

The results of said activity aim to equip the PCC with additional tools to better fulfill its mandate of promoting consumer welfare and preserving market efficiency, and to give the PCC a clearer understanding of how different industries use business principles in their respective fields.

**III. SCOPE OF WORK**

The Consultant will be engaged for a duration of two months from the date of issuance of the Notice to Proceed. The training modules will run for a total of 20 hours, divided into 5 training modules consisting of 4 hours each. These will be held on the following target dates:

1. Module 1 – 4<sup>th</sup> week of February
2. Module 2 – 2<sup>nd</sup> week of March
3. Module 3 – 4<sup>th</sup> week of March
4. Module 4 – 2<sup>nd</sup> week of April
5. Module 5 – 4<sup>th</sup> week of April

Each training module will have 30-40 participants.

The Consultant shall carry out the following tasks:

1. Develop training modules on business principles for PCC staff
  - a. Create learning materials and compile references for each training module. The 5 training modules will be divided into the following topics:
    - i. General business management and marketing – 8 hours, 2 modules

These should focus on the following:

1. Total management approach of businesses and principles that shape decision making and strategies
2. Leadership, organizational behavior and roles in an organization
3. Marketing and marketing strategies
- ii. Supply chain management – 8 hours, 2 modules
- iii. Accounting, pricing, and financial management – 4 hours, 1 module
  1. Pricing, costing, financial ratios, etc.
  2. Financial statements and evaluating a company's financial position
- b. Submit a draft plan for the training modules to the PCC, which includes references to be used and the proposed time to be allocated to each topic.
- c. Coordinate with PCC regarding possible revisions and feedback and make the necessary adjustments.
- d. Finalize the training modules.

***Deliverables***

- a. Proposed plan for the conduct of the training modules, including reference list and workflow; and
  - b. Final training modules after PCC's approval.
2. Conduct the training modules.
- a. Conduct the training modules in the PCC office on the scheduled dates.
  - b. Provide a copy of the reading materials to participants to the PCC for internal dissemination.
  - c. Respond to inquiries on the training modules from participants.

***Deliverables***

- a. A copy of the reading materials to be disseminated to participants;
- b. Conduct of the training modules; and
- c. Certificates to be distributed after the training modules are concluded.

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

The PCC shall be responsible for the following:

1. Provide the Consultant with a venue for the conduct of the training modules;
2. Provide the Consultant and the participants with meals during the training modules;
3. Provide the participants with a printed copy of the reading materials used in the training modules;
4. Constantly coordinate with the Consultant on the planning and implementation of the training modules; and
5. Pay the project cost inclusive of mandatory taxes upon completion of deliverables.

The Consultant shall be engaged by the PCC and shall submit outputs directly to the designated project manager within PCC for review and endorsement for payment.

**V. APPROVED BUDGET FOR THE CONTRACT AND MODE OF PROCUREMENT**

The Approved Budget for the Contract (ABC) is **Two Hundred Thousand Pesos Only (PhP 200,000.00)**, inclusive of all applicable government taxes, and shall include all remunerations, costs or

profits arising from or in relation to the services rendered in connection with and/or in preparation for this engagement.

The mode of procurement shall be through 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, SCHEDULE, AND MODE OF PAYMENT**

The service provider shall be engaged for three (3) months immediately after the issuance of the Notice to Proceed to the Consultant, for a total of twenty (20) hours.

Reports and other relevant documents are to be submitted to and should be duly received by the PCC project manager.

All printed documents to be submitted to the PCC should be properly and duly signed by the Project Manager or the highest officer/personnel in-charge of the project. All payments shall be endorsed by the Director of the Economics Office. The issuance of a Certificate of Satisfactory Service Rendered will be conditional upon the PCC’s review and acceptance of the deliverables above.

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

The service provider should meet all the requirements set by the Government Procurement Reform Act (R.A. No. 9184) to be eligible to participate in the procurement.

**A. 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 60% - 40% quality to cost ratio shall be used for this purpose and shall be allocated as follows:

Criteria	Bases	Weight (%)
<b>Technical Proposal</b>		
Quality of personnel to be assigned to the project (30%)	As specified in the qualifications above, and the submission of a duly notarized Omnibus Sworn Statement using the prescribed format of R.A. No. 9184	60%
Experience and capability of the service provider (20%)		
Plan of approach and methodology (50%)	Timeliness, clarity, feasibility of the written proposal, and overall quality of proposed work	
<b>Financial Proposal</b>		40%
<b>TOTAL</b>		100%

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. CONFIDENTIALITY OF DATA AND INFORMATION**

The Consultant shall be engaged by the PCC and 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 the survey will be the sole property of the PCC. The consultant shall not use nor disseminate these documents for their own research purposes without the written consent of the PCC.

**IX. LIQUIDATED DAMAGES**

The Consultant shall be engaged by the PCC and 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 the survey will be the sole property of the PCC. The Consultant shall not use nor disseminate these documents for their own research purposes without the written consent of the PCC.

**X. 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, 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>