

REQUEST FOR PROPOSAL

**Provision of Learning Service Provider for the Capacity Building on Client Service Delivery**

P.R. No./Date Received: **2022-11-0236 / 25 November 2022**

RFQ/P No. / Date: **2022-12-0245 / 09 December 2022**

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** 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 Number
- Omnibus Sworn Statement (For ABCs above Php50k, To be issued prior to issuance of Award)
- Signed Terms of Reference

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 [procurementunit@phcc.gov.ph](mailto:procurementunit@phcc.gov.ph) or [ivabano@phcc.gov.ph](mailto:ivabano@phcc.gov.ph) on or before **19 December 2022, 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. Salient provisions of the IRR of RA 9184: Section 68 - Liquidated Damages and Section 69 - Imposition of Administrative Penalties shall be observed.
6. 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.
7. In case of tie quotations, suppliers' presence are required during tie breaking through draw lots or toss coin.
8. In case supplier pro forma quotation is submitted, conditions will be governed by the submitted signed **Terms of Reference**.

Very truly yours,



**ROMMEL R. OIRA**  
PBAC Secretariat Head

Item	QTY	ABC	Project Title	Total Amount
				(To be filled-up by the supplier)
1	1	P 75,000.00	Provision of Learning Service Provider for the Capacity Building on Client Service Delivery	
			<i>(Please see attached Terms of Reference)</i>	
<b>Total Lot ABC</b>		<b>P 75,000.00</b>	<b>TOTAL Amount:</b>	
<b>Delivery Instructions:</b>			<i>(Please see 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 : \_\_\_\_\_



## TERMS OF REFERENCE

### Provision of Learning Service Provider for the Capacity Building on Client Service Delivery

#### I. Background

The Philippine Competition Commission (PCC) is an independent, quasi-judicial body mandated to implement Republic Act (R.A.) No. 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.

Crucial to the continued implementation of the goals and objectives of the PCC is its internal and external clients and stakeholders. Like all other government agencies, the PCC is expected to provide high-quality systems and services that effectively and efficiently meet the needs of its clients and stakeholders. By building and promoting best practices on client-centered public service delivery across all its offices/units, the PCC commits to serving the public with the highest level of client satisfaction aligned with the agency's organizational core values.

Thus, the PCC recognizes the need to capacitate its employees in delivering public service excellence to ensure the efficient and effective fulfillment of the mandates of the agency.

#### II. Objectives

The capacity building activity on Client Service Delivery aims to introduce the participants to the fundamentals of excellent client service delivery to equip them with the necessary skills in managing and addressing client needs and providing appropriate and timely outputs to their satisfaction.

At the end of the program, the participants are expected to:

1. Recognize one's individual role in creating and sustaining a service excellence culture within the agency;
2. Assess current agency practices to improve existing internal and external service delivery standards;
3. Demonstrate service excellence techniques to promote service quality within the agency; and
4. Develop an individual action plan to enhance service delivery performance.

### III. Scope of Works

The Learning Service Provider (LSP) will be engaged for a duration of one month for the delivery of the capacity building program, and is expected to do the following:

1. Develop a course design on Service Delivery setting out the course learning outcomes, delivery strategy, and course schedule. The course design should (a) be tailor-fitted to the assessed needs of the PCC, and (b) include detailed interactive and learner-centered methodologies, such as lecture, workshop, case study and/or practical exercises, and reaction and learning evaluation plan that will be employed over the course of the program;
2. Prepare equipment, course and presentation materials, training kits, banner, and other necessary training materials to be used during the program. Advance copy of presentation materials should be provided to PCC Administrative Office (AO) - Human Capital Management Division (HCMD);
3. Conduct learning evaluation (e.g., pre- and post-program competency assessments) of participants against the program's learning objectives. The results of the learning evaluations shall be used to determine the achievement of the course objectives and efficacy of course design and delivery;
4. Facilitate and deliver to twenty-five to thirty participants at least two (2) in-person sessions with a total duration of at least eight (8) hours.;
5. Incorporate creative and engaging activities, such as, but not limited to, hands-on activities, case studies, polls or short discussions, plenary discussions, etc.;
6. Provide PCC participants with digital copies of course and reading materials;
7. Administer post-program reaction evaluation survey to PCC participants;
8. Issue digital certificates to the PCC participants upon completion of the program; and
9. Submit a Program Terminal Report, indicating a narrative on the course delivery and administration, course feedback from participants, and analyses of issues and recommendations to serve as inputs to succeeding capacity-building activities. The report should also include summary results of the reaction and learning evaluations. \_

The AO-HCMD, as the project's end-user, shall undertake the following responsibilities to ensure the LSP's complete delivery of the abovementioned scope of works:

1. Provide orientation on all the relevant information and resources to accomplish the scope of works;
2. Review and approve all project deliverables prepared by the LSP; and
3. Assign a HCMD focal person who will coordinate with the LSP throughout the duration of the project engagement.

**IV. Deliverables and Timelines**

Below is the proposed schedule for each deliverable of the project.

Deliverables	Timeline
(1) Course design setting out the course learning outcomes, delivery strategy and course schedule, including various methodologies	Within five business days after receipt of the Notice of Award
(2) Digital copy of final presentation and reading materials used during the training	At most three business days after the conduct of the last session of the Program
(3) Complete set of certificates of participation/completion of qualified participants indicating the total number of training hours each participant has earned	At most fourteen business days after the conduct of the last session of the Program
(4) Accomplished attendance sheet for every session (5) Program Terminal Report, indicating a narrative on the course delivery and administration, course feedback from participants, and analyses of issues and recommendations. The report should also include a copy of the accomplished individual pre and post competency assessments and accomplished post-program evaluation forms of each participant.	At most fourteen business days after conduct of the last session of the Program

The PCC Project Manager shall be the one to issue the Certificate of Satisfactory Service Rendered in favor of the LSP.

**V. Minimum Qualifications and Requirements for Service Provider**

To qualify as the learning service provider for the project engagement, the prospective bidder should meet the following qualification requirements:

**A. Applicable Experience**

- a. Must have at least three (3) years of experience in providing consultancy and training services in customer service delivery, communication, human resource development, organizational development and/or other similar or related areas; and
- b. Has previous or ongoing engagement/s with at least three (3) institutions in similar or related programs, at least two of which were engagements with the public/government sector.

**B. Quality of Personnel**

- a. Designated resource/facilitator must be at least a graduate of a four-year degree program; and
- b. Designated resource/facilitator must have at least three (3) years of work experience of delivering programs of similar nature to public and/or private sector organizations.

Qualifications of the bidder will be evaluated based on the original signed extensive curriculum vitae submitted by the bidder. Also, for partnerships and corporations, bids will be evaluated

based on the submitted: (a) DTI or SEC registration submitted indicating the year of registration and/or other relevant documents; (b) list of completed and on-going contracts; (c) copies of Certificates of Satisfactory Service Rendered / Certificates of Completion; and (d) original signed extensive curriculum vitae of the lead lecturer / facilitator / learning service provider to conduct the training program.

Likewise, 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, including the following:

1. Duly licensed Filipino citizens/sole proprietorships;
2. Partnerships duly organized under the laws of the Philippines, of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
3. Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
4. Cooperatives duly organized under the laws of the Philippines, and of which at least 60% percent belongs to citizens of the Philippines; or
5. Persons/entities forming themselves into a joint venture, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract; provided, however, that Filipino ownership or interest thereof, shall be at least 60%. For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their *NA*.

## **VI. Approved Budget for the Contract and Mode of Procurement**

The Approved Budget for the Contract (ABC) for this engagement is **Seventy-Five Thousand Pesos (PhP75,000.00)**, inclusive of all applicable government taxes and service charges.

The procurement of the Learning Service Provider shall be undertaken through Negotiated Procurement - Small Value Procurement pursuant to RA No. 9184 and its revised Implementing Rules and Regulations (IRR).

## **VII. Mode of Payment**

Payment shall be endorsed to the Director of Administrative Office; and the payment shall be released within fifteen (15) business days upon receipt of the billing statement supported by a Certificate of Satisfactory Service Rendered, and the PCC's acceptance of the deliverables listed above.

## **VIII. Information Security and Non-Disclosure Agreement**

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

All data, documents, records, backup files and Virtual Machine (VM) configuration files and metadata (collectively "Information") to be provided to the Service Providers for purposes of delivering the Services are considered confidential information and shall remain the sole property of PCC. The Service Providers 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. Service Providers shall not use the Information for any purpose other than in connection with the Services. Service Providers 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.

Upon completion of the Services, all Information shall be deleted by PCC. The Service Provider shall not keep any copy of the Information in either digital or physical format, including, but not limited to notes, documents, memoranda, and other writing, electronic records, communications, and the like.

## **IX. Liquidated Damages**

If the LSP 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 unperformed portion of every day of delay. Pursuant to Section 68 of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act, 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.

## **X. Dispute 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.

Prepared by



**GRETCHEN HAZELLE D. OUINDOZA**  
PCC HRMO II, HCMD

Reviewed by:

**ANTONIA LYNNELY L. BAUTISTA**  
PCC CAO, HCMD



Approved by:

**JESON O. DE LA TORRE**  
Director IV, Administrative Office

**CONFORME:**

\_\_\_\_\_  
**Name and Signature of Authorized Representative**

\_\_\_\_\_  
**Designation**

\_\_\_\_\_  
**Name of Company**

\_\_\_\_\_  
**Date**

Bidders are requested to submit the following documents:

**For individual**

- a. Cover Letter
- b. Curriculum Vitae
- c. Copy of Diploma/Certificate of Graduation
- d. Certificate of Trainings/Seminar Programs Attended within the last 3 years
- e. List of client references with contact details
- f. List of all on-going and completed government and private contracts, including contract/s awarded but not yet started, if any, which is/are similar to the project to be bid
- g. Certificate of Satisfactory Services Rendered, or its equivalent, for completed government and private contracts

**For firm**

- a. Cover Letter
- b. Company Profile
- c. List of client references with contact details
- d. List of all on-going and completed government and private contracts, including contract/s awarded but not yet started, if any which is/are similar to the project to be bid
- e. Certificate of Satisfactory Services Rendered, or its equivalent, for completed government and private contracts
- f. Project Team composition and taskings
- g. Curriculum Vitae of Project Team members

**Financial Proposal**

Financial Proposal with cost breakdown