

REQUEST FOR QUOTATIONS — NON-CONSULTING SERVICES

Procurement of Services to Develop the Knowledge Hub of the Philippine Competition Commission (Knowledge Hub Phase 2)

*For projects governed by Procurement Regulations for ADB Borrowers: Goods,
Works, Non-consulting and Consulting Services (2017)*

October 2024

REQUEST FOR QUOTATION – SERVICES (RFQS)

Procurement of Services to Develop the Knowledge Hub of the Philippine Competition Commission (Knowledge Hub Phase 2)

Project Title : **Capacity Building to Foster Competition**
Source of Funding : **ADB Loan 3878-PHI**
Contract Ref. : **RFQ/OPI/18**

01 October 2024

Sir/Madam:

1. The Philippine Competition Commission (Client) hereby requests you to submit price quotation/(s) for the performance of the services described in the **Terms of Reference** attached as **an Appendix** in these documents.

If you, however, have been associated with the preparation of this **Terms of Reference** that is the subject of this request, you shall be disqualified.

To assist you in the preparation of your price quotation we enclose in addition to the **Terms of Reference**, the **Form of Quotation** and form of **Contract**.

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
 - (a) you/your firm are/is not a citizen/national of an ADB member country, or
 - (b) you/your firm have/has been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
 - (c) you/your firm are/is owned by the Client, or
 - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its [Anticorruption Policy](#) (1998, as amended to date) or
 - (e) the contracting of services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.
3. To be qualified, you/your firm:
 - (a) must be duly established company in the Philippines as an applications/systems developer, specializing in the development, management, and maintenance of digital applications/platforms;
 - (b) must submit the following documents together with the Quotation:
 - i. Registration certificate from SEC for corporations and partnerships, DTI for sole proprietorship, or CDA for cooperatives;
 - ii. Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas. In cases of recently expired Mayor's/Business permits, it shall

be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit;

- iii. Tax clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR), and its Revenue Regulations No. 017-2024 prescribing the presentation of tax clearance prior to final settlement of government contracts;
 - iv. Written confirmation authorizing the signatory of the bid to commit the bidder (i.e., Company's Board Resolution or Written Power of Attorney).
- (c) must have experience of at least five (5) years in the applications/systems development industry as a Service Provider for the services covered by this **Request for Quotation (RFQ)** and **Terms of Reference (TOR)**. Proof of years of experience of the firm as an established systems developer, specializing in the **development, management, and maintenance of digital or web-based applications/platforms** with (i) originally signed Statement of Completed Contracts indicating the activities undertaken, and (ii) at least three (3) similar projects handled within the last five (5) years, **must** be submitted;
 - (d) must be able to meet the minimum 80% hurdle rate requirement in the technical bid evaluation based on the criteria and rating scale attached to the TOR of this RFQ. The (i) Curriculum Vitae (CV) with detailed educational attainment and years of relevant work experience of each personnel to be assigned to the project, and (ii) Plan of Approach and Methodology as described in the TOR **must** be submitted.
 - (e) may have a tie-up or joint venture arrangement with a consulting and/or digital development agency, in the fields of web-based solutions, information technology, and other similar industries, provided that such arrangement will not entail any additional cost other than what is indicated in this project's TOR.
4. Your quotation/(s) should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your quotation should contain the following documents:
 - (i) **Technical Proposal** comprising:
 - i. Company profile;
 - ii. Originally signed Statement of Completed Contracts indicating the activities undertaken, at least, within the last five (5) years;
 - iii. Curriculum Vitae (CV) indicating relevant work experience, educational background and trainings attended of the following personnel to be assigned to the Project:
 - a. Account Executive/Project Manager
 - b. Business/System Analyst
 - c. Website and Mobile (UI/UX) Designer
 - d. Web App Developer or Software Engineer (Front and Back-End)
 - e. Quality Control Officer/Software Tester/Quality Analyst
 - f. System Administrator
 - g. Cybersecurity Engineer.
 - iv. List of ongoing contracts only (including awarded but not yet started contracts); and

- v. Plan of Approach and Methodology indicating the proposal that includes (i) the processes of identifying and reviewing the functionalities and requirements of the Knowledge Hub, as well as finalizing the design of the Knowledge Hub prototype, and actual development/programming; and (ii) a detailed timeline of the project implementation, with reasonable schedule for the milestones.
- (ii) **Financial Proposal** comprising the Price Schedule.
Your price quotation/(s) shall be for all the items as described in the **Terms of Reference** and submitted only in the attached **Form of Quotation**. The currency of quoted prices and payment shall be in **Philippine Peso**.
- (b) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (c) You shall submit one original of the **Form of Quotation** clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the Original shall prevail.
- (d) Your quotation(s) should be valid for a period of **30 calendar days from the deadline for submission of the quotation/(s)** as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Service Providers for the project for two years.

Submission and Opening

- (e) Your **Form of Quotation** should be submitted by **4 November 2024, 12:00 noon**, with the required documents that should be signed, sealed in an envelope, and addressed to, delivered, and duly received by the BAC Secretariat to the following address:

Client's Address: Philippine Competition Commission
The Chairperson, PCC Bids and Awards Committee (PBAC)
25/F Vertis North Corporate Center I
North Avenue, Quezon City

- (f) Quotations shall be opened in public, in the presence of participating Service Providers' representatives who choose to attend, **on the same date as for quotation submission at a time within one hour of the stated deadline above** and at the following address:

Philippine Competition Commission
The Chairperson, PCC Bids and Awards Committee (PBAC)
25/F Vertis North Corporate Center I
North Avenue, Quezon City

Evaluation and Comparison

- (g) Quotations determined to be substantially responsive to the **Request for Quotation** will be evaluated using the criteria indicated in Annexes A and B of the **Terms of Reference**. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in the **Request for Quotation**.
- (h) The Firms/Service Providers will be shortlisted using the shortlisting criteria described in Annex

A. Eligible bidders, who will meet the **80-point hurdle rate** in the shortlisting process, shall be shortlisted, and their quotations/proposals shall be further assessed for the combined technical and financial evaluation using the criteria described in Annex B.

- (i) In evaluating the price quotations, the Client will adjust for any arithmetical errors as follows:
 - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - (ii) where there is a discrepancy between the unit rate (where applicable) and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
 - (iii) If you refuse to accept the correction/(s), your quotation will be rejected.

Award of Contract

- (j) The Client shall award the contract to the Service Provider whose quotation has been determined to be substantially responsive to the **Request for Quotation**, and who has the highest evaluated combined technical and financial scores among all responsive bids.
- (k) The Service Provider whose quotation has been accepted as the most advantageous quotation per para (j) above will be notified by the Client within **thirty (30) working days** from the date of submission of the quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Client.
- (l) The successful Service Provider shall sign the **Contract** governed by the annexed **Contract Terms and Conditions**. In addition to the quoted price, the contract price shall include Value Added Tax (VAT) in the Philippines.

5. Further information can be obtained from:

Name: Mr. Isabelo Miguel V. Abaño
Mr. Ralph Riel N. Garcia
Technical Staff, Procurement Support and Secretariat, PBAC

Address: Philippine Competition Commission
25/F Vertis North Corporate Center I
North Avenue, Quezon City

Email: ivabano@phcc.gov.ph
rrgarcia@phcc.gov.ph
procurement@phcc.gov.ph

6. The Client intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.

7. Under **ADB's Anticorruption Policy** (1998, as amended to date) Service Providers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for an award and may impose sanctions or other remedial actions on parties involved if it determines that the Service Provider recommended for an award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing the Contract. At the time of submission of your quotation, you should not be on ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -

supported the project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.

8. You/your firm, joint venture partners, associates, parent company, affiliates, or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the client's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):¹

- (a) Name of Institution: _____
(b) Period of debarment, ineligibility, or blacklisting (start and end date): _____
(c) Reason for the debarment, ineligibility, or blacklisting: _____

9. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers, and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of an ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:²

- (a) Nature of the offense/violation: _____
(b) Court/Area of jurisdiction: _____
(c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____
(d) Other relevant details:

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates, or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred, or become ineligible to work with ADB or any other multilateral development banks, the client's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of an ordinance which carry the penalty of imprisonment.

11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).

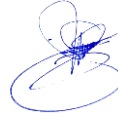
12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.

13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

¹ Any such disclosure shall be forwarded by the Client to ADB.

² Any such disclosure shall be forwarded by the Client to ADB.

Sincerely,



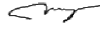
DIR. JESON Q. DE LA TORRE

Chairperson

PCC Bids and Awards Committee (PBAC)

Philippine Competition Commission

(Client)



FORM OF QUOTATION (Services)

Procurement of Services to Develop the Knowledge Hub of the Philippine Competition Commission (Knowledge Hub Phase 2)

_____ 2024
(Date)

To: Philippine Competition Commission
The Chairperson, PCC Bids and Awards Committee (PBAC)
25/F Vertis North Corporate Center I
North Avenue, Quezon City

We offer to execute the RFQ/OPI/18: Procurement of Services to Develop the Knowledge Hub of the Philippine Competition Commission (Knowledge Hub Phase 2) in accordance with the **Contract Terms and Conditions** and the **Terms of Reference** accompanying this Quotation for the Contract Price not to exceed _____ [amount in words and numbers] (PhP_____)
Philippine Peso in accordance with the **Price Schedule** attached to this Form of Quotation and annexed to the **Terms of Reference**.

We propose to complete the performance of the services described in the **Contract** within the Completion Period indicated in the priced **Terms of Reference**.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer condition imposed by the **Request for Quotation** document.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified; (c) are not owned by the Client; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Service Provider : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Address : _____
Telephone Number : _____
Fax Number, if any : _____
Email address (optional) : _____

ACCEPTANCE

The Client accepts the Service Provider's offer to provide the services.

Name of Client : Philippine Competition Commission

Authorized Signature : _____

Name of Signatory : Kenneth V. Tanate, PhD

Title of Signatory : Executive Director and Head of Technical Working Group

Date : _____

PRICE SCHEDULE

Item no.	Item or Activity	% of Total Price	Amount (Philippine Peso)
1	Upon conduct of the Inception Meeting	15%	PhP _____
2	Upon CKMO's approval of the Inception Report	10%	PhP _____
3	Upon completion of the conduct of data gathering or design validation sessions	10%	PhP _____
4	Upon submission of the developed Knowledge Hub	35%	PhP _____
5	Upon completion of the conduct of UAT	15%	PhP _____
6	Upon CKMO's approval of the final Knowledge Hub	10%	PhP _____
7	Upon submission of the Knowledge Hub operations and/or Content Management System (CMS) manual and conduct of user orientation training	5%	PhP _____
TOTAL		100%	PhP _____

CONTRACT

Name of Contract: **Loan 3878-PHI: Capacity Building to Foster Competition**
Contract Number: **RFQ/OPI/18: Procurement of Services to Develop the Knowledge Hub of the Philippine Competition Commission (Knowledge Hub Phase 2)**

THIS CONTRACT is entered into on _____ day of _____, _____, between Philippine Competition Commission (hereinafter called "the Client") on the one part, and _____ (hereinafter called "the Service Provider") on the other part.

WHEREAS the Client has requested a quotation for the: Procurement of Services to Develop the Knowledge Hub of the Philippine Competition Commission (Knowledge Hub Phase 2) to be performed by the Service Provider in accordance with the **Contract** and has accepted the Quotation by the Service Provider in the amount of [amount in words] [amount in figures] hereinafter called "the Contract Price".

The Client and the Service Provider agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - a) **Form of Quotation**, with **Price Schedule** and **Terms of Reference** and Annexes; and
 - b) **Contract Terms and Conditions**;
2. Taking into account payments to be made by the Client to the Service Provider as hereinafter mentioned, the Service Provider hereby enters into this Agreement with the Client to execute and complete the performance of services under the Contract.
3. The Client hereby agrees to pay, in consideration of the successful performance of the services, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the **Contract** under the laws of the Philippines on the date indicated above.

Signature and seal of the Client:
For and on behalf of

Signature and seal of the Service Provider:
For and on behalf of

Name of Authorized Representative

Name of Authorized Representative

CONTRACT TERMS AND CONDITIONS

Project Name: **Loan 3878-PHI: Capacity Building to Foster Competition**
Client: **Philippine Competition Commission**
Contract No.: **RFQ/OPI/18: Procurement of Services to Develop the Knowledge Hub of the Philippine Competition Commission (Knowledge Hub Phase 2)**

1. Definitions

- (a) "Contract" means the agreement entered into between the Client and the Service Provider, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Service Provider as specified in the Contract, subject to such additions and adjustments thereto pursuant to the Contract.
- (d) "Completion" means the fulfilment of the committed services by the Service Provider in accordance with the terms and conditions set forth in the Contract.
- (e) "Client" means the entity purchasing the Services.
- (f) "Services" means the services the Service Provider will perform as specified in the Terms of Reference in the **Appendix**.
- (g) "Service Provider" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Client and is named as such in the Contract.
- (h) "ADB" is the Asian Development Bank.

2. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Client's country.

3. Language

All communications and documents related to the Contract shall be in English.

4. Assignment

Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Client shall be void.

5. Fraud and Corruption

This Contract shall be covered by the provisions of [ADB's Anticorruption Policy](#) (1998, as amended to date) and [Integrity Principles and Guidelines](#) (2015, as amended from time to time) that require Borrowers (including beneficiaries of ADB-financed activity), as well as Service Providers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Performance of the Services

The Service Provider shall carry out the Services with due diligence and efficiency and shall furnish to the Client such information related to the Services as the Client may from time to time reasonably request. The Service Provider shall at all times cooperate and coordinate with the Client with respect

to the performance of the Services.

7. Required Performance Standards (with attachments, as necessary and as prescribed by Client.)

- (a) General Description
- (b) Specific Standards
- (c) Performance Parameters

The Service Provider confirms compliance with the above standards and parameters.

8. Service Completion Schedule

The services should be completed as per the schedule indicated in the **Terms of Reference** but not exceeding **180³ calendar days from the date indicated in the Notice to Proceed.**

9. Fixed Contract Price

The prices indicated in the **Form of Quotation** are firm and fixed and not subject to any adjustment during contract performance, subject to Clause 11 [Payment] below.

10. Taxes and Duties

The Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the services to the Client.

Pursuant to the Revenue Regulation No. 017-2024 of the Bureau of Internal Revenue (BIR) prescribing the presentation of tax clearance prior to final settlement of government contracts, the Service Provider shall pay taxes in full and on time and that failure to do so will entitle the Purchaser to suspend payment for any goods or service delivered by the Service Provider. The Service Provider shall regularly present, within the duration of the contract, a tax clearance from the BIR as well as a copy of its income and business tax returns fully stamped and received by the BIR and duly validated with the tax payments made thereon.

11. Payment

Upon submission by the Service Provider of the claim and subsequent verification of the claim by the Client, payment of the contract price shall be made in the following manner as indicated in the **Price Schedule**:

Upon conduct of the Inception Meeting	15%
Upon CKMO's approval of the Inception Report	10%
Upon completion of the conduct of data gathering or design validation sessions	10%
Upon submission of the developed Knowledge Hub	35%
Upon completion of the conduct of UAT	15%
Upon CKMO's approval of the final Knowledge Hub	10%
Upon submission of the Knowledge Hub operations and/or Content Management System (CMS) manual and conduct of user orientation training	5%

³ Exclusive of turnaround time for CKMO's review and approval of outputs.

12. Warranty and Change Management

The Service Provider must include a warranty and change management plan for a period of one (1) year. This will ensure that any issues, problems, and changes requested by the end-user will be promptly addressed, documented, and implemented in a structured and controlled manner. The plan must be submitted and agreed upon by both the end user and service provider.

13. Resolution of Disputes

The Client and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute, the dispute shall be settled in accordance with the provisions of Philippine law.

14. Independent Service Provider

Nothing contained in this Contract shall be construed as establishing or creating the relationship of master and servant, employer and employee, or principal and agent between the Client and the Service Provider, or his employees or agents or other persons engaged by the Service Provider to perform any of the services.

15. Intellectual Property Rights

Intellectual Property Rights: (a) The Service Provider shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses, and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, the Client during or in connection with the Services by reason of: (i) infringement or alleged infringement by the Service provider of any patent or other protected right, or (ii) plagiarism or alleged plagiarism by the Service provider.

16. Failure to Perform

The Client may terminate the Contract if the Service Provider fails to perform the services, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Client, without incurring any liability to the Service Provider. In the event of such termination, the amount due under the Contract shall be subject to equitable adjustment.

17. Termination Due to Integrity Violation

The Client may terminate this Contract, in whole or in part, if the Service Provider, in the judgment of the Client has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

18. Other Grounds for Termination

The Client may also terminate this Contract, in whole or in part, if the Service Provider becomes insolvent, bankrupt or gives the Client reasonable evidence of its inability to complete the Services as specified, or fails to correct any non-conformity in the Services or performs in bad faith by willfully not observing the terms and conditions of this Contract.

19. Force Majeure

The Service Provider shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- (a) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence, and is not foreseeable. Such events may include but are not restricted to, acts of Client in its sovereign capacity, wars or

revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- (b) If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

20. Accounts and Records

- (a) The Service Provider shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accurately that the costs have been duly incurred.
- (b) Notwithstanding anything to the contrary stated herein, the Service Provider shall maintain accounts and records, including original receipts, invoices, and other supporting documents evidencing payments made by the Service Provider under this Contract, for the period of the Services and for a period no less than 3 years after the expiration or termination of this Contract.
- (c) The Service Provider shall permit ADB to inspect the accounts, records, and other documents relating to the submission of bids and contract performance of the Service Provider and to have them audited by auditors appointed by ADB.

21. Suspension of ADB Loan or Credit.

In the event that ADB suspends the Loan or Credit to the Client, from which part of the payments to the Service Provider is being made, the Client is obligated to notify the Service Provider, with a copy to the Client's representative, of such suspension within 7 days of having received ADB's suspension notice.

22. Termination Notice Due to Non-payment

If the Service Provider has not received payments due within the 28 days as provided for in Clause 11 [Payment], the Service Provider may immediately issue a 14-day termination notice.

TERMS OF REFERENCE

- I. Background and Rationale
- II. Objective
- III. Scope of Services, Implementation Arrangements, and Parties' Responsibilities
- IV. Deliverables and Timeline
- V. Qualifications of the Service Provider
- VI. Approved Budget for the Contract (ABC)
- VII. Payment Schedule
- VIII. Reserved Rights on the Use of the Outputs/Deliverables
- IX. Confidentiality of Data and Information
- X. Conflict of Interest
- XI. Liquidated Damages
- XII. Dispute Resolution
- XIII. Bank's Anticorruption Policy; Standards of Conduct

Annex 1: Price Schedule

Annex 2: Evaluation and Comparison of Bids

Annex A: Criteria for Shortlisting Prospective Eligible Bidders

Annex B: Detailed Rating Criteria for Evaluating Technical and Financial Proposals

TERMS OF REFERENCE

PROCUREMENT OF SERVICES TO DEVELOP THE KNOWLEDGE HUB OF THE PHILIPPINE COMPETITION COMMISSION (Knowledge Hub Phase 2)

I. Background and Rationale

The Philippine Competition Commission (“PCC” or the “Commission”) is a quasi-judicial body mandated to enforce Republic Act No. 10667 or the Philippine Competition Act (“PCA”) and implement the National Competition Policy. To attain its vision of becoming a world-class and well-respected competition authority, the PCC must ensure that knowledge gained by its personnel is retained within the institution, mitigating the risk of losing such knowledge during employee separation or resignation. In addition, the PCC must share knowledge of competition law and policy with its external stakeholders to facilitate the enforcement of the PCA.

During the FY2023-2024 PCC Operational Planning Conference held last October 2022, the Commission instructed its Communications and Knowledge Management Office (“CKMO”) to develop a knowledge management (KM) system—called the “Knowledge Hub” (“KH”)—that is evidence-based and demand-driven. In response, CKMO prepared a two-phase Strategic Initiative, which the Commission subsequently approved.

In 2023, the CKMO-Knowledge Management Division (“KMD”) embarked on Phase 1 of the initiative, which involved engaging a consultant to produce a design prototype of the Knowledge Hub through intensive design sprint sessions. With the completion of the design prototype as contained in the Software Requirement Specifications (“SRS”) produced by the Phase 1 consultant, the actual development of the system, or Phase 2, can commence.

The development of Phase 2 shall be supported under the PCC’s Capacity Building to Foster Competition Project financed by the Asian Development Bank (ADB). The Project has a dedicated component to strengthen the institutional capacity of the PCC in building its infrastructure for knowledge management to ensure further development of staff competency.

II. Objective

Phase 2 of this PCC initiative aims to procure the services of a service provider that will develop/build an evidence-based and demand-driven KM system, called the Knowledge Hub. The Knowledge Hub aims to address the knowledge sharing and collaboration requirements of the PCC. The design, functionalities, and requirements of the web-based system will take off from the results of the design sprint sessions that PCC conducted in 2023.

III. Scope of services, implementation arrangements, and parties’ responsibilities

A. The Service Provider is expected to undertake the following:



- 1) Conduct an inception meeting;
- 2) Submit an inception report covering the detailed work plan and timeline for the duration of the contract, methodologies, and plan of approach;
- 3) Conduct data gathering or design validation sessions to firm up the design of the Knowledge Hub for UI/UX optimization;
- 4) Must follow the concept of “Security by Design” in developing the Knowledge Hub by integrating security considerations in every steps of the development process;
- 5) Develop the Knowledge Hub based on the SRS to be provided by PCC (which is based on Phase 1 of the project) as well as other agreements made during the inception meeting and/or design validation sessions;

5.1 The Knowledge Hub must include the following features and functionalities:

No.	Features	Functions
1	Search, Filtering and Sorting	<ul style="list-style-type: none"> - Search and filter files, cases, documents, studies, etc. based on the specific tag/category. - Rearrange the data list into the specified order. - The user dashboard will have a general search field that will cover the whole Knowledge Hub. Each submodule will have a search bar that is limited to contents within the specific page (but with the option to enable global search).
2	Tagging and Categorizing	Ability to add tags and categories to items for easier searchability.
3	Timeline Tracking	Track the schedule of a task. The user receives a notification when a task is due.
4	Access level/Role-based Access	Users have limitations on what they can access and do depending on their access level. The available modules and sub-modules will vary per user, depending on their assigned role in the KH.
5	Analytics Generation	Ability to generate reports based on filters chosen (e.g. number of users/visitors and downloads, among others). Access to document/s must be approved by the appropriate officers/section heads.
6	Comments and Posting Functions	Ability to comment on items and promote interaction among users.
7	Online Learning Management System	Ability to provide learning and informative services to guide the KH users, especially in relation to their work and other office functions.
8	Mirroring of the contents/information	Mirror data from existing systems and/or platforms. This requires an API (Application Programming Interface) for the mirroring of data.
9	Ticketing System	<ul style="list-style-type: none"> - Store complaints or queries submitted from email or from site. - Track status of complaints or queries. - Time computation once completed (related to Citizen Charter).
10	Tracking System/ Activity Log	Tracking of actions performed on documents and the users responsible (including date and time stamp).
11	User Dashboard	<ul style="list-style-type: none"> - Display specific modules based on the logged user. - Manage and edit profile and system settings.
12	Cross Referencing	Users able to add resource links.

No.	Features	Functions
13	API Integration	<p>Aside from the integration with the PCC's current systems, API integration may be required for the following support services:</p> <ul style="list-style-type: none"> - PDF OCR API: convert scanned documents to searchable text format; this is to facilitate searching. - WYSIWYG Editor: Converts documents into a web browser-readable format while retaining its original layout.
14	Notification	Users can be notified of activities in the Knowledge Hub, via the notification icon, and they may view these notifications by clicking on the icon. A separate page with the notifications will also be displayed by clicking on the notification tab
15	Account Integration	Users must be able to log-in to the KH using their respective official @phcc.gov.ph account username and password.
16	Calendar of Activities	<p>The service must have the following capabilities:</p> <ul style="list-style-type: none"> - Schedule an event - Legend based on event type (color coded) - Assign staff and add participants - Submit report based on checklist - Auto update of status based on submitted report - Summary of activities of all staff (Total, Conducted, Ongoing, etc.) <p>In addition, it also requires an API to mirror the exact data from their Microsoft/SharePoint service.</p>
17	Agency Contact Information Management	<ul style="list-style-type: none"> - Add and edit agency contact information. - Allow data validation (ensure that there will be no duplicates).
18	Add to Folder	<ul style="list-style-type: none"> - Add or bookmark documents in the KH for future reference. - Download all saved items as .zip file
19	WYSIWYG editor	<p>Allow users to upload and edit documents in the KH so that on-screen content closely reflects the final output and layout.</p> <p>Reference: https://www.tiny.cloud/docs/tinymce/6/</p>
20	Create, Read, Update, Delete	Users must be able to perform basic CRUD (Create, Read, Update, Delete) functions in the Knowledge Hub, depending on their assigned user privileges (i.e., role-based access)
21	Other requirements and functions to be agreed upon.	

5.2 Deployment, implementation, change management and vulnerability assessment.

1	Server requirements	<p>Responsible for configuration of the web server and other applications for the proper operation of the knowledge hub including but not limited to:</p> <ol style="list-style-type: none"> I. Operating system installation and configurations II. Back-end web architecture III. Database installation and configurations
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		<p>IV. Content Management System V. Security configurations</p> <p>Documentation of the server implementation must be submitted to PCC. This documentation should include all custom configurations, a list and description of all installed plugins, deployment instructions, system architecture, database schemas, and the complete, editable, and unrestricted source code.</p>
2.	Deployment and implementation	The service provider must deploy and fully configure the Knowledge Hub on the designated server. This includes setting up all necessary dependencies, and custom configurations ensuring optimal performance, and adhering to security best practices. All configuration files, setup scripts, environment variables, and relevant documentation must be properly organized and handed over to PCC.
3.	Warranty and change management	The service provider must include warranty and change management plan for a period of one (1) year. This will ensure that any issues, problems, and changes within the project scope requested by the end-user will be promptly addressed, documented, and implemented in a structured and controlled manner. The plan must be submitted and agreed upon by both the end user and service provider.
4.	Vulnerability assessment	The service provider must conduct vulnerability assessments based on the 2021 OWASP Top Ten guidelines. Both automated scanning and manual testing must be performed, with comprehensive documentation covering the entire process, including identified vulnerabilities, remediation actions taken, and final revalidation.
5.	Technical training	The service provider must provide administrator technical training on the operations of the knowledge hub, including but not limited to backend, frontend, database and server configurations.

- 6) Conduct User Acceptance Testing (“UAT”) activity/ies, where participants can provide comments to validate the features and functionalities of the Knowledge Hub;
- 7) Submit the final Knowledge Hub, based on the comments/agreements from the UAT activity/ies;
- 8) Develop and submit the Knowledge Hub operations and/or Content Management System (“CMS”) manual; and,
- 9) Conduct orientation training on the operation of the Knowledge Hub with relevant PCC units.

B. The following provides the general implementation arrangements for this undertaking:

1. Upon issuance of Notice to Proceed (“NTP”), the Service Provider shall conduct an inception meeting and then submit an inception report, Business Rules Document and design prototype of the Knowledge Hub to PCC;
2. The Service Provider shall designate a project manager who will lead in the development of the Knowledge Hub following the set of qualifications described in this terms of reference (“TOR”);
3. The Service Provider will submit the approved Knowledge Hub and operations manual or CMS manual to PCC and then conduct an orientation training;
4. The Service Provider shall maintain the confidentiality of all reports, data, access credentials, and other pertinent information, that will be provided by the PCC, until such are determined as declassified by the latter. Given this, the Service Provider is required to sign a Confidentiality and/or Non-Disclosure Agreement upon obtaining the NTP; and,
5. The PCC’s CKMO shall provide overall direction and supervision for the duration of the project.
6. Performance of the Service Provider - During the Term of the Contract when the Service Provider’s inputs are required, the Service Provider shall work full time and shall diligently and effectively complete the services under the TOR. The PCC reserves its right to evaluate the Service Provider’s performance and to maintain a record of the performance evaluation to refer to if the Service Provider is considered for reengagement.
7. All reports, notes drawings, specifications, statistics, plans and other documents and data compiled or made by the Service Provider while performing the Services shall be the sole and exclusive property of the Service Provider. Upon Contract termination or conclusion, the PCC has the right to direct the disposal of such property which may be made available to the general public in the PCC’s sole discretion. The Service Provider may retain copies of such documents and data but shall not use the same for purposes unrelated to the Services without the prior approval of the Service Provider. After concluding the Term of Contract, the Service Provider shall continue to cooperate with the PCC and respond to inquiries regarding reports and deliverables.

IV. Deliverables and timeline

The Service Provider will be contracted for approximately six (6) months,¹ during which the following deliverables shall be submitted within the timeline detailed below:

DELIVERABLES	TIMELINE
Conduct of inception meeting	Within five (5) business days from issuance of NTP.
Submission of inception report	Within five (5) business days from conduct of inception meeting.

¹ Exclusive of turnaround time for CKMO’s review and approval of outputs.

DELIVERABLES	TIMELINE
Conduct of data gathering or design validation sessions	Within fifteen (15) business days from approval of the inception report.
Development of the Knowledge Hub	Within seventy-eight (78) business days from instruction to proceed by PCC.
Conduct of UAT	Within five (5) business days from approval of the Knowledge Hub.
Submission of final Knowledge Hub	Within ten (10) business days from receipt of comments/instructions from PCC.
Submission of Knowledge Hub operations and/or CMS manual	Within five (5) business days from approval of the final Knowledge Hub.
Conduct of orientation training	Within five (5) business days from receipt of instruction from PCC.

V. Qualifications of the Service Provider

The PCC proposes to engage a service provider with an established team of systems developers, specializing in the **development, management, and maintenance of digital or web-based applications/platforms**. The Service Provider must be duly established in the Philippines and may have a tie-up or joint venture arrangement with a consulting and/or digital development agency, in the fields of web-based solutions, information technology, and other similar industries, provided that such arrangement will not entail any additional cost other than what is indicated in this project's Terms of Reference.

The following technical criteria below will be used in shortlisting eligible bidders:²

Criteria	Qualifications	Bases	Weight (%)
Applicable experience of the firm	<ul style="list-style-type: none"> An established applications/systems developer, specializing in the development, management, and maintenance of digital applications/platforms. At least five (5) years in the applications/systems development industry. Handled at least three (3) similar* projects in the past five years 	<ul style="list-style-type: none"> Company profile Originally signed Statement of Completed Contracts indicating the activities undertaken, at least, within the last five (5) years 	50
Quality of personnel to be assigned to this project	ACCOUNT EXECUTIVE/PROJECT MANAGER (1) <u>Education:</u> Bachelor's degree, preferably in the field of management,	Curriculum Vitae (CV) Website	40

² There should be no replacement of key personnel before the awarding of 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. The procuring entity shall immediately consider negotiation with the next ranked provider if unjustifiable replacement of personnel by the first ranked firm is made. 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-

Criteria	Qualifications	Bases	Weight (%)
	<p>information technology, engineering, computer sciences, communications, etc.</p> <p>Experience: Preferably managed three (3) similar* projects in the past three (3) years, and with five (5) years of experience in managing, designing, developing, and testing of systems.</p> <p>Training: Preferably with at least eight (8) hours of training related to information/communication systems development, website/app development, project management, etc.</p>		
	<p>BUSINESS /SYSTEM ANALYST (1)</p> <p>Education: Bachelor’s degree, preferably in the field of information technology, engineering, computer sciences, etc.</p> <p>Experience: Two (2) years of relevant experience in information systems analysis, development of wireframes and layout of systems/solutions, etc.</p> <p>Training: Preferably with at least four (4) hours of training related to information systems analysis, development of wireframes and layout of systems/solutions, etc.</p>		
	<p>WEBSITE AND MOBILE (UI/UX) DESIGNER (1)</p> <p>Education: Bachelor’s degree, preferably in the field of information technology, engineering, computer sciences, etc.</p> <p>Experience: Two (2) years of relevant experience in information systems design, development of user journey, etc.</p> <p>Training: Preferably with at least four (4) hours of training related to</p>		

Criteria	Qualifications	Bases	Weight (%)
	<p>information systems design, development of user journey, etc.</p> <p>WEB APP DEVELOPER OR SOFTWARE ENGINEER (FRONT AND BACK-END) (2)</p> <p>Education: Bachelor’s degree, preferably in the field of information technology, engineering, computer sciences, etc.</p> <p>Experience: Two (2) years of relevant experience in the development, coding and programming of information systems.</p> <p>Training: Preferably with at least four (4) hours of training related to the development, coding and programming of information systems.</p> <p>QUALITY CONTROL OFFICER/SOFTWARE TESTER/ QUALITY ANALYST (1)</p> <p>Education: Bachelor’s degree, preferably in the field of information technology, engineering, computer sciences, etc.</p> <p>Experience: Two (2) years of relevant experience in the quality control of information systems.</p> <p>Training: Preferably with at least four (4) hours of training related to the quality control of information systems.</p> <p>SYSTEM ADMINISTRATOR (1)</p> <p>Education: Bachelor’s degree, preferably in the field of information technology, engineering, computer sciences, etc.</p> <p>Experience: Two (2) years of relevant experience in information systems.</p> <p>Training: Preferably with at least four (4) hours of training related to administration of information systems.</p>		

Criteria	Qualifications	Bases	Weight (%)
	<p>CYBERSECURITY ENGINEER</p> <p>Education: Bachelor’s degree, preferably in the field of information technology, engineering, computer sciences, etc.</p> <p>Experience: Two (2) years of relevant experience in cybersecurity.</p> <p>Training: Preferably with at least four (4) hours of training related to cybersecurity.</p>		
Overall work commitment	Preferably handling three (3) ongoing contracts only (including awarded but not yet started contracts).		10
TOTAL			100
<i>* Similar refers to development, management and maintenance of digital platforms or applications.</i>			

Eligible bidders, who will meet at least the 80-point hurdle rate, shall be shortlisted and shall be evaluated for their technical and financial proposals with the following weights and requirements:

Criteria	Qualifications	Bases	Weight (%)
Applicable experience of the firm	As indicated above	<ul style="list-style-type: none"> • Company profile • Originally signed Statement of Completed Contracts indicating the activities undertaken, at least, within the last five (5) years 	10
Quality of personnel to be assigned to this project	<p>ACCOUNT EXECUTIVE/PROJECT MANAGER (1) As indicated above</p> <p>BUSINESS /SYSTEM ANALYST (1) As indicated above</p> <p>WEBSITE AND MOBILE (UI/UX) DESIGNER (1) As indicated above</p> <p>WEB APP DEVELOPER OR SOFTWARE ENGINEER (FRONT AND BACK-END) (2) As indicated above</p> <p>QUALITY CONTROL OFFICER /SOFTWARE</p>	Curriculum Vitae (CV) indicating relevant work experience, educational background and trainings attended	45

	TESTER/ QUALITY ANALYST (1) As indicated above	
	SYSTEM ADMINISTRATOR (1) As indicated above	
	CYBERSECURITY ENGINEER (1) As indicated above	
	Number of personnel to be assigned to this project	
Plan of approach and methodology	Quality of the proposal. The proposal should include the processes of identifying and reviewing the functionalities and requirements of the Knowledge Hub; as well as finalizing the design of the Knowledge Hub prototype; and actual development/programming. Timeline. The proposal should include a detailed timeline of the project implementation, with reasonable schedule for the milestones.	30
FINANCIAL PROPOSAL		15
TOTAL		100

The bidder with the highest rated score based on the technical and financial proposals submitted shall be the Highest Rated Bidder.

VI. Approved Budget for the Contract (ABC)

The Approved Budget for the Contract (ABC) for the entire service amounts to **FIVE MILLION TWO HUNDRED THOUSAND PESOS (Php 5,200,000.00)**, inclusive of all applicable government taxes and service charges. The Services shall be a fixed price contract. Any extension of contract time shall not involve any additional cost to the PCC.

VII. Payment Schedule

Remuneration payments to the Service Provider shall be made based on the schedule below:

Milestone	% of the contract amount
Upon conduct of the Inception Meeting	15%
Upon CKMO's approval of the Inception Report	10%
Upon completion of the conduct of data gathering or design validation sessions	10%
Upon submission of the developed Knowledge Hub	35%
Upon completion of the conduct of UAT	15%
Upon CKMO's approval of the final Knowledge Hub	10%
Upon submission of the Knowledge Hub operations and/or Content Management System (CMS) manual and conduct of user orientation training	5%

Milestone	% of the contract amount
Total	100%

VIII. Reserved rights on the use of the outputs/deliverables

All concepts and original materials formulated and designed in conjunction with this project shall be owned by the PCC with full and exclusive rights on future use thereof both in the Philippines and internationally.

IX. 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. All the materials, data and information used and generated through this project will be the sole property of PCC. The provider shall not use nor disseminate these documents for their own research purposes without the written consent of PCC.

X. Conflict of Interest

The Service Provider must be independent from the entities which operate in the business of the particular 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 his rights or duties therein, may be opposed to or affected by the performance of his duty as Service Provider.

XI. Liquidated damages

In case of delay in the delivery of the expected service, the amount of the liquidated damages shall be at least equal to one-tenth (1/10) of one percent (0.1%) 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 shall rescind the contract, without prejudice to other courses of action and remedies open to it.

XII. Dispute Resolution

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

XIII. Bank’s Anticorruption Policy; Standards of Conduct

- 1. Anticorruption Policy

The anticorruption policy of the ADB requires that borrowers (including beneficiaries of ADB-financed activity), as well as service providers under ADB-financed contracts, observe the highest standard of ethics during the selection process and in the execution of such contracts. In pursuance of this policy, ADB

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) A “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party.
 - (ii) A “fraudulent practice” means any action or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
 - (iii) A “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party.
 - (iv) A “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - (v) Abuse, means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard.
 - (vi) Conflict of interest, means any situation in which a party has interests that could improperly influence a party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
 - (vii) “Obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; (e) materially impeding the Bank’s contractual rights of audit or access to information; and
 - (viii) Integrity violation is any act which violates ADB’s Anticorruption Policy, including items (i) to (vii) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standards.
- (b) will reject a proposal for an award if it determines that the service provider recommended for the award has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Client engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
- (e) will have the right to require that a provision be included in the request for proposals and in Contracts financed by ADB, requiring service providers to permit ADB or its representative to inspect their accounts and records and other documents relating to the Financial and Technical Proposals and contract performance and to have them audited by auditors appointed by ADB.

2. Standards of Conduct

The Supplier shall ensure that its employees observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct, and harassment, including sexual harassment, and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct, and harassment, including sexual harassment. The service provider shall take appropriate action against any employees, Expert, or Sub-Consultants, including suspension or termination of employment, contract, or sub-contract, if any form of unethical or inappropriate behavior is identified.

The following definitions shall apply in these Standards of Conduct:

- (a) "Bullying" is a form of harassment consisting of repeated or persistent aggression or other malicious behavior in any form by one or more persons, which has the effect of humiliating, belittling, offending, intimidating, or discriminating against another person. It may include persistent, unwarranted, or unconstructive criticism, personal abuse, and/or ridicule, either in public or private, which humiliates or demeans the individual targeted, gradually eroding or intending to erode the person's self-confidence. Appropriately conveyed criticism, disapproval, negative performance assessment, and similar appraisal, by themselves do not constitute bullying or harassment.
- (b) "Discrimination" is the inappropriate differentiation between individuals or groups. Such discrimination includes differentiation based on characteristics such as race, color, nationality, national, social or ethnic origin, religion or similar belief, language, political or other opinion or affiliation, gender, gender

identity, sexual orientation, family or civil status, health status, size, or physical ability.

- (c) "Harassment" is any unwarranted or unwelcome behavior, whether verbal, psychological, or physical, that interferes with work or creates an intimidating, hostile, or offensive work environment. Harassment includes, but is not limited to, bullying and sexual harassment.
- (d) "Integrity" means a firm adherence to ADB's Anticorruption Policy (1998, as amended to date), the Integrity Principles and Guidelines (2015, as amended from time to time), and to the highest ethical standards.
- (e) "Misconduct" is behavior, or an act or omission, which is unacceptable or improper, contrary to the principles or rules of ADB, or is illegal or unethical. Misconduct may not necessarily be intentional and can arise from neglect, recklessness, or mismanagement. Misconduct includes, but is not limited to, (i) the failure to observe these standards or other rules, regulations, guidelines, or procedures; or (ii) conduct, actions, or omissions, within and outside ADB, that risk discrediting or disgracing ADB, bringing ADB into disrepute, or could undermine the integrity of ADB's policies, processes, or procedures.
- (f) "Respect" refers to interacting with all others in the work environment in a professional, positive, and inclusive manner, regardless of hierarchical role or rank. This includes treating others with due consideration, courtesy, dignity, and open-mindedness, as well as working without prejudice or bias toward individuals or institutions that have different characteristics, backgrounds, and viewpoints.
- (g) "Retaliation" is any detrimental act, direct or indirect, recommended, threatened, or taken against anyone who has raised or is considering raising a complaint of misconduct whether formally as whistleblower or witness or person associated with a whistleblower or witness or otherwise, in a manner material to the complaint because of a report of or cooperation with an ADB investigation into any form of (alleged) misconduct. Retaliation can include, but is not limited to, harassment, discriminatory treatment, assignment of work outside the corresponding job description, withdrawal of work assignments contained in the job description, inappropriate performance appraisals or salary adjustments, or the withholding of an entitlement.
- (h) "Sexual Harassment" is any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature that results in physical, sexual, or psychological harm or suffering to another person, or which is made or suggested to be a condition of employment, promotion, or other personnel action or creates an intimidating, hostile, or offensive environment.

Price Schedule

Item no.	Item or Activity	% of Total Price	Amount (Philippine Peso)
1	Upon conduct of the Inception Meeting	15%	PhP _____
2	Upon CKMO's approval of the Inception Report	10%	PhP _____
3	Upon completion of the conduct of data gathering or design validation sessions	10%	PhP _____
4	Upon submission of the developed Knowledge Hub	35%	PhP _____
5	Upon completion of the conduct of UAT	15%	PhP _____
6	Upon CKMO's approval of the final Knowledge Hub	10%	PhP _____
7	Upon submission of the Knowledge Hub operations and/or Content Management System (CMS) manual and conduct of user orientation training	5%	PhP _____
TOTAL		100%	PhP _____

Evaluation and Comparison of Quotations

1. Quotations determined to be substantially responsive to the **Request for Quotation** will be evaluated using the criteria indicated in the **Terms of Reference** and shown below as **Annexes A and B**. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in the **Request for Quotation**.
2. The Firm/Service Providers will be shortlisted using the shortlisting criteria described in **Annex A**. Eligible bidders, who will meet at least the **80-point hurdle rate** in the shortlisting process, shall be shortlisted and their quotations/proposals shall be further assessed for the combined technical and financial evaluation using the criteria described in Annex B.
3. The contract shall be awarded to the Service Provider whose quotation has been determined to be substantially responsive to the **Request for Quotation** and who has the highest evaluated combined technical and financial scores among all responsive bids.

Annex A. Criteria for Shortlisting Prospective Eligible Bidders

Criteria	Description	Rating Matrix	
Applicable experience of the Service Provider (50%)			
Years of experience of the firm in the systems development industry (20pts)	At least five (5) years in the systems development industry.	100	≥ More than 6 years
		90	≥ 6 years
		80	≥ 5 years
		70	≥ 4 years
		60	≥ 3 years
		50	≥ 2 years
		40	≥ 1 years
		0	Less than 1 year
Number of similar projects (30pts)	Handled at least three (3) similar* projects in the past five years	100	More than four (4) similar projects
		90	Four (4) similar projects
		80	Three (3) similar projects
		70	Three (3) similar projects
		60	Two (2) similar projects
		50	One (1) similar project
		0	No similar project
Quality of personnel to be assigned to this project (40%)			
ACCOUNT EXECUTIVE/PROJECT MANAGER (7pts)	Education: (2pts) Bachelor's degree, preferably in the field of management, information technology, engineering, computer sciences, communications, etc.	100	MA/MS degree and BA/BS degree in the discipline/s indicated
		90	MA/MS units in any field and BA/BS degree in the discipline/s indicated
		80	BA/BS degree in the indicated discipline/s
		70	BA/BS degree in other discipline/s
		0	No BA/BS degree
	Experience: (3pts) Five (5) years of experience in handling projects on the design, development, and testing of systems.	100	More than six (6) years
		90	Six (6) years
		80	Five (5) years
		70	Four (4) years
		60	Three (3) years
		50	Two (2) years
		40	One (1) year
	0	Less than one (1) year	
	Training: (2pts) Preferably with at least eight (8) hours of training related to information/communication systems development, website/app development, project management, etc.	100	More than 12 hours
		90	At least 12 hours
		80	At least eight (8) hours
		70	At least four (4) hours
		0	Less than four (4) hours
	BUSINESS /SYSTEM ANALYST (6pts)	Education: (1pt) Bachelor's degree, preferably in the field of	100

Annex A. Criteria for Shortlisting Prospective Eligible Bidders

Criteria	Description	Rating Matrix	
	information technology, engineering, computer sciences, etc.	90	MA/MS units in any field and BA/BS degree in the discipline/s indicated
		80	BA/BS degree in the indicated discipline/s
		70	BA/BS degree in other discipline/s
		0	No BA/BS degree
	Experience: (3pts) Two (2) years of relevant experience in information systems analysis	100	More than three (3) years
		90	Three (3) years
		80	Two (2) years
		70	One (1) year
		0	Less than one (1) year
	Training: (2pts) Preferably with at least four (4) hours of training related to information systems analysis, development of wireframes and layout of systems/solutions, etc.	100	More than eight (8) hours
		90	At least eight (8) hours
		80	At least four (4) hours
		0	Less than four (4) hours
WEBSITE AND MOBILE (UI/UX) DESIGNER (6pts)	Education: (1pt) Bachelor's degree, preferably in the field of information technology, engineering, computer sciences, etc.	100	MA/MS degree and BA/BS degree in the discipline/s indicated
		90	MA/MS units in any field and BA/BS degree in the discipline/s indicated
		80	BA/BS degree in the indicated discipline/s
		70	BA/BS degree in other discipline/s
		0	No BA/BS degree
	Experience: (3pts) Two (2) years of relevant experience in designing information systems.	100	More than three (3) years
		90	Three (3) years
		80	Two (2) years
		70	One (1) year
		0	Less than one (1) year
	Training: (2pts) Preferably with at least four (4) hours of training related to the development, coding, programming of information systems.	100	More than eight (8) hours
		90	At least eight (8) hours
		80	At least four (4) hours
0		Less than four (4) hours	
WEB APP DEVELOPER OR SOFTWARE ENGINEER (FRONT AND BACK-END) (6pts)	Education: (1pt) Bachelor's degree, preferably in the field of information technology, engineering, computer sciences, etc.	100	MA/MS degree and BA/BS degree in the discipline/s indicated
		90	MA/MS units in any field and BA/BS degree in the discipline/s indicated

Annex A. Criteria for Shortlisting Prospective Eligible Bidders

Criteria	Description	Rating Matrix		
		80	BA/BS degree in the indicated discipline/s	
		70	BA/BS degree in other discipline/s	
		0	No BA/BS degree	
	Experience: (3pts) Two (2) years of relevant experience in the development, coding and programming of information systems.	100	More than three (3) years	
		90	Three (3) years	
		80	Two (2) years	
		70	One (1) year	
		0	Less than one (1) year	
	Training: (2pts) Preferably with at least four (4) hours of training related to the development, coding and programming of information systems.	100	More than eight (8) hours	
		90	At least eight (8) hours	
		80	At least four (4) hours	
		0	Less than four (4) hours	
	QUALITY CONTROL OFFICER / SOFTWARE TESTER/ QUALITY ANALYST (5pts)	Education: (1pt) Bachelor's degree, preferably in the field of information technology, engineering, computer sciences, etc.	100	MA/MS degree and BA/BS degree in the discipline/s indicated
90			MA/MS units in any field and BA/BS degree in the discipline/s indicated	
80			BA/BS degree in the indicated discipline/s	
70			BA/BS degree in other discipline/s	
0			No BA/BS degree	
Experience: (3pts) Two (2) years of relevant experience in the quality control of information systems.		100	More than three (3) years	
		90	Three (3) years	
		80	Two (2) years	
		70	One (1) year	
		0	Less than one (1) year	
Training: (1pt) Preferably with at least four (4) hours of training related to the quality control of information systems.		100	More than eight (8) hours	
		90	At least eight (8) hours	
		80	At least four (4) hours	
	0	Less than four (4) hours		
SYSTEMS ADMINISTRATOR (5pts)	Education: (1pt) Bachelor's degree, preferably in the field of information technology, engineering, computer sciences, etc.	100	MA/MS degree and BA/BS degree in the discipline/s indicated	
		90	MA/MS units in any field and BA/BS degree in the discipline/s indicated	
		80	BA/BS degree in the indicated discipline/s	
		70	BA/BS degree in other discipline/s	

Annex A. Criteria for Shortlisting Prospective Eligible Bidders

Criteria	Description	Rating Matrix	
		0	No BA/BS degree
	Experience: (3pts) Two (2) years of relevant experience in information systems.	100	More than three (3) years
		90	Three (3) years
		80	Two (2) years
		70	One (1) year
		0	Less than one (1) year
	Training: (1pt) Preferably with at least four (4) hours of training related to information systems.	100	More than eight (8) hours
		90	At least eight (8) hours
		80	At least four (4) hours
		0	Less than four (4) hours
CYBER SECURITY ENGINEER (5pts)	Education: (1pt) Bachelor's degree, preferably in the field of information technology, engineering, computer sciences, etc.	100	MA/MS degree and BA/BS degree in the discipline/s indicated
		90	MA/MS units in any field and BA/BS degree in the discipline/s indicated
		80	BA/BS degree in the indicated discipline/s
		70	BA/BS degree in other discipline/s
		0	No BA/BS degree
	Experience: (3pts) Two (2) years of relevant experience in cybersecurity.	100	More than three (3) years
		90	Three (3) years
		80	Two (2) years
		70	One (1) year
		0	Less than one (1) year
	Training: (1pt) Preferably with at least four (4) hours of training related to cybersecurity.	100	More than eight (8) hours
		90	At least eight (8) hours
		80	At least four (4) hours
0		Less than four (4) hours	
Overall work commitment (10%)			
Number of ongoing contracts (10pts)	Preferably handling at most three (3) ongoing contracts only.	100	Less than two (2) ongoing contracts
		90	Two (2) ongoing contracts
		80	Three (3) ongoing contracts
		0	More than three (3) ongoing contracts

Annex B. Detailed Rating Criteria for Evaluating Technical and Financial Proposals

Criteria	Description	Rating Matrix	
Applicable experience of the Service Provider (10%)			
Years of experience of the firm in the systems development industry (3pts)	At least five (5) years in the applications/systems development industry.	100	≥ More than 6 years
		90	≥ 6 years
		80	≥ 5 years
		70	≥ 4 years
		60	≥ 3 years
		50	≥ 2 years
		40	≥ 1 years
		0	Less than 1 year
Number of similar projects (7pts)	Handled at least three (3) similar* projects in the past five years.	100	More than four (4) similar projects
		90	Four (4) similar projects
		80	Three (3) similar projects
		70	Three (3) similar projects
		60	Two (2) similar projects
		50	One (1) similar project
		0	No similar project
Quality of personnel to be assigned to this project (45%)			
ACCOUNT EXECUTIVE/PROJECT MANAGER (7pts)	Education: (2pts) Bachelor's degree, preferably in the field of management, information technology, engineering, computer sciences, communications, etc.	100	MA/MS degree and BA/BS degree in the discipline/s indicated
		90	MA/MS units in any field and BA/BS degree in the discipline/s indicated
		80	BA/BS degree in the indicated discipline/s
		70	BA/BS degree in other discipline/s
		0	No BA/BS degree
	Experience: (3pts) Five (5) years of experience in handling projects on the design, development, and testing of systems.	100	More than six (6) years
		90	Six (6) years
		80	Five (5) years
		70	Four (4) years
		60	Three (3) years
		50	Two (2) years
		40	One (1) year
	0	Less than one (1) year	
	Training: (2pts) Preferably with at least eight (8) hours of training related to information/communication systems development, website/app development, project management, etc.	100	More than 12 hours
		90	At least 12 hours
		80	At least eight (8) hours
70		At least four (4) hours	
0		Less than four (4) hours	
BUSINESS /SYSTEM ANALYST (6pts)	Education: (1pt) Bachelor's degree, preferably in the field of	100	MA/MS degree and BA/BS degree in the discipline/s indicated

Annex B. Detailed Rating Criteria for Evaluating Technical and Financial Proposals

Criteria	Description	Rating Matrix	
	information technology, engineering, computer sciences, etc.	90	MA/MS units in any field and BA/BS degree in the discipline/s indicated
		80	BA/BS degree in the indicated discipline/s
		70	BA/BS degree in other discipline/s
		0	No BA/BS degree
	Experience: (3pts) Two (2) years of relevant experience in information systems analysis.	100	More than three (3) years
		90	Three (3) years
		80	Two (2) years
		70	One (1) year
		0	Less than one (1) year
	Training: (2pts) Preferably with at least four (4) hours of training related to information systems analysis, development of wireframes and layout of systems/solutions, etc.	100	More than eight (8) hours
		90	At least eight (8) hours
		80	At least four (4) hours
		0	Less than four (4) hours
	WEBSITE AND MOBILE (UI/UX) DESIGNER (6pts)	Education: (1pt) Bachelor’s degree, preferably in the field of information technology, engineering, computer sciences, etc.	100
90			MA/MS units in any field and BA/BS degree in the discipline/s indicated
80			BA/BS degree in the indicated discipline/s
70			BA/BS degree in other discipline/s
0			No BA/BS degree
Experience: (3pts) Two (2) years of relevant experience in designing information systems.		100	More than three (3) years
		90	Three (3) years
		80	Two (2) years
		70	One (1) year
		0	Less than one (1) year
Training: (2pts) Preferably with at least four (4) hours of training related to the development, coding, programming of information systems.		100	More than eight (8) hours
		90	At least eight (8) hours
		80	At least four (4) hours
		0	Less than four (4) hours
WEB APP DEVELOPER OR SOFTWARE	Education: (1pt) Bachelor’s degree, preferably in the field of	100	MA/MS degree and BA/BS degree in the discipline/s indicated

Annex B. Detailed Rating Criteria for Evaluating Technical and Financial Proposals

Criteria	Description	Rating Matrix	
ENGINEER (FRONT AND BACK-END) (6pts)	information technology, engineering, computer sciences, etc.	90	MA/MS units in any field and BA/BS degree in the discipline/s indicated
		80	BA/BS degree in the indicated discipline/s
		70	BA/BS degree in other discipline/s
		0	No BA/BS degree
	Experience: (3pts) Two (2) years of relevant experience in the development, coding, programming of information systems.	100	More than three (3) years
		90	Three (3) years
		80	Two (2) years
		70	One (1) year
		0	Less than one (1) year
	Training: (2pts) Preferably with at least four (4) hours of training related to the development, coding, and programming of information systems.	100	More than eight (8) hours
		90	At least eight (8) hours
		80	At least four (4) hours
		0	Less than four (4) hours
QUALITY CONTROL OFFICER/SOFTWARE TESTER/ QUALITY ANALYST (5pts)	Education: (1pt) Bachelor’s degree, preferably in the field of information technology, engineering, computer sciences, etc.	100	MA/MS degree and BA/BS degree in the discipline/s indicated
		90	MA/MS units in any field and BA/BS degree in the discipline/s indicated
		80	BA/BS degree in the indicated discipline/s
		70	BA/BS degree in other discipline/s
		0	No BA/BS degree
	Experience: (3pts) Two (2) years of relevant experience in the quality control of information systems.	100	More than three (3) years
		90	Three (3) years
		80	Two (2) years
		70	One (1) year
		0	Less than one (1) year
	Training: (1pt) Preferably with at least four (4) hours of training related to the quality control of information systems.	100	More than eight (8) hours
		90	At least eight (8) hours
		80	At least four (4) hours
0		Less than four (4) hours	
SYSTEMS ADMINISTRATOR (5pts)	Education: (1pt) Bachelor’s degree, preferably in the field of information technology, engineering, computer sciences, etc.	100	MA/MS degree and BA/BS degree in the discipline/s indicated
		90	MA/MS units in any field and BA/BS degree in the discipline/s indicated

Annex B. Detailed Rating Criteria for Evaluating Technical and Financial Proposals

Criteria	Description	Rating Matrix		
		80	BA/BS degree in the indicated discipline/s	
		70	BA/BS degree in other discipline/s	
		0	No BA/BS degree	
	Experience: (3pts) Two (2) years of relevant experience in information systems.	100	More than three (3) years	
		90	Three (3) years	
		80	Two (2) years	
		70	One (1) year	
		0	Less than one (1) year	
	Training: (1pt) Preferably with at least four (4) hours of training related to information systems.	100	More than eight (8) hours	
		90	At least eight (8) hours	
		80	At least four (4) hours	
		0	Less than four (4) hours	
CYBERSECURITY ENGINEER (5pts)	Education: (1pt) Bachelor's degree, preferably in the field of information technology, engineering, computer sciences, etc.	100	MA/MS degree and BA/BS degree in the discipline/s indicated	
		90	MA/MS units in any field and BA/BS degree in the discipline/s indicated	
		80	BA/BS degree in the indicated discipline/s	
		70	BA/BS degree in other discipline/s	
		0	No BA/BS degree	
	Experience: (3pts) Two (2) years of relevant experience in cybersecurity.	100	More than three (3) years	
		90	Three (3) years	
		80	Two (2) years	
		70	One (1) year	
		0	Less than one (1) year	
	Training: (1pt) Preferably with at least four (4) hours of training related to information systems.	100	More than eight (8) hours	
		90	At least eight (8) hours	
		80	At least four (4) hours	
		0	Less than four (4) hours	
	Number of personnel to be assigned to this project (5pts)	Number of Web App Develop or Software Engineer (front and back-end) to be assigned to this project.	100	More than three (3)
90			Three (3)	
80			Two (2)	
0			Less than two (2)	
Plan of approach and methodology (30%)				
Quality of workplan (18pts)	The workplan includes activity/ies to identify new and review the recommended functionalities and requirements of the Knowledge Hub. (6pts)	100	Explained in detail	
		80	Included, but not explained in detail	
		0	Not include	

Annex B. Detailed Rating Criteria for Evaluating Technical and Financial Proposals

Criteria	Description	Rating Matrix	
	The workplan includes activity/ies to finalize the design of the Knowledge Hub prototype. (6pts)	100	Explained in detail
		80	Included, but not explained in detail
		0	Not include
	The proposal includes information on the actual development/programming of the Knowledge Hub. (6pts)	100	Explained in detail
		80	Included, but not explained in detail
		0	Not include
Project timeline (12pts)	The proposal contains timeline of the project implementation. (6pts)	100	Explained in detail
		80	Included, but not explained in detail
		0	Not include
	The project schedule can be done within the reasonable timeline. (6pts)	100	Target project completion in less than six (6) months
		80	Target project completion in six (6) months
		60	Target project completion within eight (8) months
		40	Target project completion within 10 months
		0	Target project completion in more than 10 months
Financial Proposal (15%)			
<p>Financial Proposal Score = (LAP / AOP) x % Allocation</p> <p style="text-align: center;">Where:</p> <p style="text-align: center;">AOP = Amount of offer in the financial proposal</p> <p style="text-align: center;">LAP = Lowest amount offered among offerors</p> <p style="text-align: center;">% Allocation = Percentage assigned to the financial proposal</p>			