

## REQUEST FOR PROPOSAL

### Procurement of Services for the Conduct of Telecommunications Industry Survey among MSMEs

P.R. No./Date Received: 2020-11-0137/ 16 November 2020

RFQ/P No. / Date: 2020-12-0145 / 04 December 2020

The Philippine Competition Commission invites all eligible 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 (ABC)**.

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

- **Mayor's/Business Permit**
- **PhilGEPS Registration Number**
- **Latest Income/Business Tax Return**
- **Notarized Omnibus Sworn Statement (may be submitted prior to issuance of Notice of Award)**
- **Signed Terms of Reference**
- **Documents stated in Section VII of the Terms of Reference**

This pro-forma quotation maybe submitted through **registered** or **electronic mail** to the PCC Bids and Awards Committee (PBAC) Secretariat at above address or email to [ppitalano@phcc.gov.ph](mailto:ppitalano@phcc.gov.ph) or [procurement@phc.gov.ph](mailto:procurement@phc.gov.ph) on or before **11 December 2020, 12:00 NN** subject to the following **Terms and Conditions**:

1. All entries shall be typed or written in a clear legible manner.
2. No alternate quotation/offer is allowed, suppliers who submitted more than one quotation shall be automatically disqualified.
3. All prices offered herein are valid, binding and effective for THIRTY (30) calendar days upon issuance of this document. Alternative bids shall be rejected.
4. Price quotations to be denominated in Philippine Peso shall include all applicable government taxes subject to **(BIR 2306)** 5% R-VAT and **(BIR 2307)** 1% (PO) or 2% (JO) deductions.
5. PCC PBAC Technical Working Group may require you to submit documents that will prove your legal, financial and technical capability to undertake this contract.
6. Salient provisions of the IRR of RA 9184: Section 68 - Liquidated Damages and Section 69 - Imposition of Administrative Penalties shall be observed.
7. PCC reserves the right to reject any and all quotations, declare a failure, or not award the contract pursuant to Sec 41 of the same IRR.
8. In case of tie quotations, suppliers' presence are required during tie breaking through draw lots of toss coin.
9. In case supplier pro forma quotation is submitted, conditions will be governed by the submitted signed **Terms of Reference/Technical Specifications**.

Very truly yours,

  
**ATTY. JOSEPH MELVIN B. BASAS**  
PBAC Chairperson

Item	QTY	ABC	Technical Specifications	Brand/Model	Unit Price	Total Amount
				(To be filled-up by the supplier)		
1	1	₱ 1,000,000.00	<b>Procurement of Services for the Conduct of Telecommunications Industry Survey among Micro, Small and Medium Enterprises</b>			
			Requirements as indicated in the attached Terms of Reference			
Total ABC		₱ 1,000,000.00	<b>TOTAL Amount</b>			
<b>Instructions:</b>			See attached Terms of Reference			

(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 : \_\_\_\_\_

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## **TERMS OF REFERENCE**

### **Procurement of Services for the Conduct of Telecommunications Industry Survey among Micro, Small and Medium Enterprises (MSMEs)**

#### **I. BACKGROUND**

The Philippine Competition Commission (“PCC”) is an independent quasi-judicial body mandated to implement Republic Act No. 10667, otherwise known as the Philippine Competition Act (“PCA”). The PCA aims to enhance market competition for the benefit of consumers and businesses. For this purpose, it conducts studies to analyze different industries and their value chain to identify competition issues. The Commission has identified the telecommunications industry (“subject sector”) as one of its priority sectors. Given the reliance of the manufacturing sector and other services sectors on telecommunications, significant improvements in the quality of telco services are critical in supporting output growth, job creation, and in advancing consumer welfare through lower prices and more choices.

In response to requests for the PCC to provide policy inputs to various stakeholders, the PCC shall conduct an In-House Market Study on the Telecommunications Sector (“Study”). The Study shall provide a detailed description of the industry, an evaluation of competition issues in mobile telecommunications, an identification of potentially anti-competitive laws and regulations that affect firm entry and expansion, and recommendations on possible measures to address competition issues.

In order for the Study to be up-to-date and accurate, it is important for PCC to work with a Surveying Firm to facilitate primary data gathering (from survey design to data processing). The Surveying Firm will provide the expertise needed to ensure the quality and timeliness of information gathered. The survey will focus on collecting data from micro, small, and medium enterprises (“MSMEs”) across different geographical conditions (e.g. rural, urban, and coastal).

The PCC Survey aims to complement the Department of Information and Communications Technology’s (DICT) Survey in 2019. The DICT Survey summarized indicators on the accessibility and common uses for mobile cellular and Internet at the household level. The PCC Survey will include other indicators (e.g. price) and products (e.g. broadband) offered by telecommunications companies.

#### **II. OBJECTIVES**

The Surveying Firm shall collect the data using the appropriate sampling method, e.g. Stratified Random Sampling, Stratified Systematic Sampling, Circular Systematic Sampling, Cluster Sampling, or Purposive Sampling. The survey aims to provide valuable insight on the demand segment of telecommunications services in the Philippines.

Specifically, the survey aims to gather data on:

1. the characteristics of enterprise customers by product/service in various geographic conditions (e.g. rural, urban, and coastal);
2. types of products and services available and purchased by enterprise customers based on location;

3. estimated coverage of available products and services (i.e. intended service areas of stations, limitations and parameters of each product offering);
4. perceived reliability of products and services offered; and
5. perceived value for money of products and services offered based on price and corresponding internet speed offered.

### **III. SCOPE OF WORK**

The Surveying Firm shall carry out the following tasks based on the task order/s provided by PCC:

#### **Pre-survey Activities**

##### **A. Revise and finalize the survey instrument and sampling design**

- a. Review of draft survey questionnaire provided by PCC.
- b. Format the draft survey questionnaire into a survey instrument.
- c. Translate the survey instrument into other dialects (if necessary).
- d. Finalize the survey instrument in coordination with PCC; and
- e. Review and finalize the sampling methodology in coordination with PCC.

##### **Deliverables:**

1. Final survey instrument in English, Filipino, and other major dialects, if necessary; and
2. Final sampling design and methodology including plan for alternative respondents in case of nonresponse.

##### **B. Plan, design and implement training for enumerators, data encoders and field supervisors**

- a. Recruit and train the enumerators and field supervisors on data collection, and on handling questions and problems that may arise during the field work.
- b. Prepare the field work protocols for the enumerators and field supervisors; and
- c. Prepare the enumerator's manual.

##### **Deliverables:**

1. Final enumerator's manual
2. Report on the composition of the field team including the number of enumerators, field supervisors and data encoding staff, and their qualifications and responsibilities; and
3. Report on the training of the required staff.

#### **Data Collection, Processing and Reports**

##### **C. Deploy field enumerators and supervisors for the actual survey**

- a. Prepare the necessary materials and equipment.
- b. Inform PCC of the schedule of field operations and give relevant updates; and
- c. Deploy enumerators to the field to conduct the actual survey.

##### **Deliverables:**

1. Report on the status of the survey including difficulties encountered and possible deviations from the original plan.

#### **D. Encode and clean data**

- a. Encode the collected data,
- b. Clean and validate data files.

##### **Deliverables:**

1. Protocol for data entry and quality control measures; and
2. Electronic files of datasets (raw and modified in CSV, ASCII, Excel or any other Stata ready format) and data dictionary.

#### **Post-survey Activities**

#### **E. Deliver reports and maintain coordination with PCC**

- a. Deliver reports and other materials used in the survey.
- b. Respond to inquiries from PCC on survey implementation, and data encoding and management within 4 weeks after the delivery of the complete set of electronic files of datasets and data dictionary.

##### **Deliverables:**

1. Narrative report to the PCC on the outcome of the survey including issues encountered throughout the project.
2. Hard copy and electronic form (in .pdf, .doc or .xlsx as applicable) of documents and other materials used in the survey; and
3. Written response to the PCC's inquiries as needed.

*Survey mode and length.* Telephone interviews based on a detailed questionnaire will be conducted with the qualified respondents. Each interview is expected to last for 20 to 30 minutes.

*Target respondents, sampling and sample size.* The target respondents of the survey are owners/managers of MSMEs. The survey will be national in scope, spread across different geographical conditions (e.g. rural, urban, and coastal). The service provider will determine the appropriate sampling methodology and identify the corresponding parameters (e.g., margin of error, level of significance and standard deviation). The service provider will propose the sampling frame, and the method of allocating and selecting the sampling and elementary units. The desired margin of error is at most 3% for a national level estimate and at most 6% for the domain or for each stratum, with a confidence level of 95%. At least 300 completed interviews are required for this engagement.

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

The following are the services to be provided by the PCC to the Surveying Firm:

- Provide the surveying firm a directive to facilitate the execution of the survey;
- Provide the surveying firm with the draft survey questionnaire for MSMEs; and
- Regularly coordinate with the surveying firm on the planning and implementation of the survey.

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.

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

The Approved Budget for the Contract (ABC) is **One Million Pesos (PhP 1,000,000.00)**, inclusive of all applicable government taxes, and shall include all remunerations, costs or profits arising from or in relation to the services rendered in connection with and/or in preparation for this engagement, such as, among others, survey preparation to the actual conduct of the survey and delivery of post-survey documents and reports.

The ABC shall fully cover the conduct of the survey. In no cases that the total actual cost for the surveys shall exceed the ABC for this project, or the actual contract amount of the winning service provider.

For the purposes of financial proposal, use the Financial Proposal Submission Form enumerated in the PCC Request for Proposal. The ABC shall be the cap for the total financial proposal of the bidder. Bidders shall have the flexibility to reallocate the fixed and variable costs for the MSME survey.

The mode of procurement shall be Negotiated Procurement – Small Value Procurement as provided under the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

## VI. TIMELINES, DELIVERABLES, SCHEDULE, AND MODE OF PAYMENT

The service provider shall be engaged for five (5) months immediately after the issuance of the Notice to Proceed to the Service Contractor – with twenty (20) calendar days for preparation and pre-survey activities, four (4) months for the actual survey, data collection and processing, and ten (10) calendar days for post-survey activities and the delivery of electronic files of datasets. The bidder shall provide its proposed implementation schedule indicating the specific activities and corresponding outputs using a Gantt chart.

Reports and other relevant documents are to be submitted to and should be duly received by the PCC project manager. Below is the summary of the deadline of submissions for each deliverable:

MILESTONES	DELIVERABLES	% of contract amount
Issuance of the Notice to Proceed (Day 1)	Duly signed Financial Proposal to cover the cost of the project.	10%

MILESTONES	DELIVERABLES	% of contract amount
<p><b>Pre-survey activities</b></p> <ol style="list-style-type: none"> <li>1. Revise, test, and finalize the survey instrument</li> <li>2. Prepare sampling design</li> <li>3. Plan, design and implement training for enumerators, data encoders and field supervisors</li> </ol>	<p>Printed and original signed documents duly received and accepted by the PCC, as follows:</p> <ul style="list-style-type: none"> <li>• Survey instrument for pilot testing on 2 MSMEs</li> <li>• Electronic files of datasets and report from the pilot testing (raw and modified in CSV, Excel or any other Stata or R ready format) and data dictionary (Transmittal evidencing the submission of this deliverable should also be submitted as proof of submission of the files, duly received by the PCC)</li> <li>• Final survey instrument in English, Filipino and other major languages, as needed</li> <li>• Final work plan schedule from pilot testing to fieldwork</li> <li>• Final sampling design and methodology, including alternative respondents in case of non-response</li> <li>• Final sampling frame of qualified respondents together with their up-to-date contact details</li> <li>• Final enumerator’s manual</li> <li>• Report on the composition of the field team, including the number of enumerators, field supervisors and data encoding staff, and their qualifications and responsibilities</li> <li>• Report on the training of the required staff</li> </ul> <p>Submission date: <b>Within 20 calendar days from the issuance of the Notice to Proceed</b></p>	<p>20%</p>
<p><b>Data Collection and Processing</b></p> <ol style="list-style-type: none"> <li>1. Deploy field enumerators and supervisors for the actual survey</li> <li>2. Encode and clean data, and deliver descriptive reports of the survey result</li> </ol>	<p>Printed and original signed documents duly received and accepted by the PCC, as follows:</p> <ul style="list-style-type: none"> <li>• Report on the status of the survey including difficulties encountered and possible deviations from the original plan, and a documentation of attempts in cases of non-response.</li> <li>• Protocol for data entry and quality control measures.</li> <li>• Electronic files of datasets (raw and modified in CSV, Excel or any other Stata or R ready format) and data dictionary (Transmittal evidencing the submission of this deliverable should also be submitted as proof of submission of the files, duly received by the PCC).</li> <li>• Electronic copy of preliminary results of the survey (e.g., frequency of responses) and the descriptive tables and report of the survey results (Transmittal evidencing the submission of this deliverable should also be submitted as proof of submission of the files, duly received by the PCC)</li> </ul> <p>Submission date: <b>Within 120 calendar days from the acceptance of deliverables for pre-survey activities</b></p>	<p>30%</p>
<p><b>Post-survey Activities</b></p>	<p>Printed and original signed documents duly received and accepted by the PCC, as follows:</p>	<p>40%</p>

MILESTONES	DELIVERABLES	% of contract amount
1. Deliver reports and maintain coordination with PCC staff	<ul style="list-style-type: none"> <li>Narrative report to the PCC on the outcome of the survey including issues encountered throughout the project.</li> <li>Hard copy and electronic form (in .pdf, .doc or .xlsx as applicable) of documents and other materials used in the survey (Transmittal evidencing the submission of the electronic form should also be submitted as proof of submission of the files, duly received by the PCC).</li> <li>Written response to the PCC's inquiries, as needed.</li> </ul> <p>Submission date: <b>Within 10 calendar days from the PCC's acceptance of the deliverables for data collection and processing</b></p>	
<b>TOTAL</b>	Completion of engagement within six months from the issuance of the Notice to Proceed	100%

The timeline for the survey shall begin when the service provider is notified by the PCC through a task order to be sent through an email or formal letter; while counting of the number of days elapsed shall begin strictly from the date of issuance of the Notice to Proceed.

All printed documents to be submitted to the PCC should be properly and duly signed by the Project Manager or the highest officer/personnel in-charge of the project.

All payments shall be endorsed by the Director of the Economics Office supported by the original signed statement of account or billing statement, the issuance of a Certificate of Satisfactory Service Rendered for the deliverables for each tranche payment, and each tranche payment to the service provider shall be released upon PCC's review and acceptance of the deliverables above.

## VII. QUALIFICATIONS OF THE SERVICE PROVIDER AND ITS PERSONNEL

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

To determine if the prospective bidder is eligible to participate in the bidding of this Project, all the legal, technical and financial documents enumerated in the PCC Request for Proposal, and other relevant documents necessary for evaluation as identified in this TOR and other relevant provisions of the RIRR of R.A. No. 9184 should be submitted and be present upon opening of the bids.

Further, the following are the minimum qualifications required for this Project and shall be evaluated based on the documents submitted by the bidder:

Criteria	Minimum Qualifications	Bases	Weight (%)
Experience and Capability of the bidder	<ul style="list-style-type: none"> <li>At least five years in business.</li> <li>Engaged with at least 5 (five) companies/institutions in similar or</li> </ul>	Records of previous engagement and quality of performance in projects related to competition and	20%



Criteria	Minimum Qualifications	Bases	Weight (%)
	<p>relevant nature of work (i.e., preparation of survey instruments and sampling designs, provision of trainings for enumerators, data encoders, etc., conduct of survey, collection and analysis of data, and reporting of survey results)</p> <ul style="list-style-type: none"> <li>Engaged with at least two (2) institutions belonging to the public/government sector in similar or relevant nature of work as mentioned above</li> </ul>	<p>other similar fields, and geographical distribution of current/ impending projects.</p> <p>(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</p>	
Quality of personnel to be assigned to the project	<p><u>Project Manager</u></p> <ul style="list-style-type: none"> <li>Graduate of any degree in social sciences and research</li> <li>At least seven (7) years of experience with socioeconomic household survey design and implementation</li> <li>At least 24 hours of relevant training</li> </ul> <p><u>Statistical Service Executive</u></p> <ul style="list-style-type: none"> <li>Graduate of B.S. Statistics</li> <li>At least five (5) years of experience in statistical techniques and sampling design</li> <li>At least 24 hours of relevant training</li> </ul> <p><u>Electronic Data Processing Manager</u></p> <ul style="list-style-type: none"> <li>Graduate of any four (4)-year degree course</li> <li>Two (2) years of experience in designing a system to input and manage data and good command of Stata or R;</li> <li>With at least 24 hours of relevant training</li> </ul> <p><u>Tabulation Manager</u></p> <ul style="list-style-type: none"> <li>Graduate of any four (4)-year degree course</li> <li>One (1) year of experience in data management and good command of Stata or R</li> <li>With at least 24 hours of relevant training</li> </ul> <p><u>Field Manager</u></p> <ul style="list-style-type: none"> <li>Graduate of any four (4)-year degree course</li> <li>Two (2) years of experience in managing the conduct of surveys;</li> <li>With at least 24 hours of relevant training</li> </ul>	<p>Original signed curriculum vitae submitted indicating relevant work experience and educational background, and trainings attended supported by certificates of attendance / participation</p> <p><i>Note: Pursuant to Section 33.3 of the revised IRR, there should be no replacement of key personnel before the awarding of the contract, except for justifiable reason, such as illness, death, or resignation provided it is duly supported by relevant certificates, or any delay caused by the procuring entity. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons, subject to appropriate sanctions as</i></p>	20%



Criteria	Minimum Qualifications	Bases	Weight (%)
		<i>prescribed in the IRR of RA 9184.</i>	
Current workload relative to capacity	<ul style="list-style-type: none"> <li>The service provider has sufficiently ensured the capacity of its personnel to perform the survey (number of dedicated personnel to the survey, workload of project manager, etc.)</li> </ul>	<p>Originally signed records of on-going (including awarded but not yet started contracts) and previous engagements</p> <p>Written details on workload and capacity of dedicated personnel to ensure adequate capability to perform the survey</p> <p><i>Note: Contract/s that will terminate on or before 90 calendar days, from the deadline of submission of eligibility documents for this project, shall not be considered as 'ongoing'.</i></p>	10%
Plan of approach and methodology	<ul style="list-style-type: none"> <li>The timeline of deliverables allows for submission by the deadline set by the PCC</li> <li>All key activities are included in the activity plan, but they are not detailed. There are minor inconsistencies between timing, assignment outputs, and proposed approach.</li> <li>The service provider has existing and adequate quality control measures to ensure the level of output.</li> <li>The service provider has existing and adequate policies pertaining to the following: refusal rate, minimum number of callbacks, and attrition rate, among others.</li> </ul>	Timeliness, clarity, feasibility of the written proposal, and overall quality of proposed work	50%
<b>TOTAL</b>			100%

### VIII. SELECTION CRITERIA

The technical and financial proposals of the bidders will be evaluated using the Quality Cost-Based Evaluation (QCBE), pursuant to the pertinent provisions of R.A. No. 9184 or the Government

Procurement Reform Act. The 60% - 40% quality to cost ratio shall be used for this purpose and shall be allocated as follows:

Criteria	Bases	Weight (%)
<b>Technical Proposal</b>		60%
Quality of personnel to be assigned to the project (20%)	As specified in the qualifications above, and the submission of a duly notarized Omnibus Sworn Statement using the prescribed format of R.A. No. 9184	
Experience and capability of the service provider (20%)		
Current workload relative to capacity (10%)		
Plan of approach and methodology (50%)		Timeliness, clarity, feasibility of the written proposal, and overall quality of proposed work
<b>Financial Proposal</b>		40%
<b>TOTAL</b>		<b>100%</b>

The bidder with the highest rated score based on the technical proposal submitted, provided that the score shall pass the hurdle rate of 85 points, all eligible documents and other relevant documents for the procurement of this project are legal and valid in reference to the requirements of R.A. No. 9184, shall be the Highest Rated and Responsive Bidder.

#### **IX. CONFIDENTIALITY OF DATA AND INFORMATION**

The Surveying Firm shall be engaged by the PCC and shall submit outputs directly to the designated project manager within PCC for review and endorsement for payment. All the materials, data and information used and generated through the survey will be the sole property of the PCC. The service provider shall not use nor disseminate these documents for their own research purposes without the written consent of the PCC.

#### **X. LIQUIDATED DAMAGES**

If the Surveying Firm fails to provide any of the services in accordance with the contract, the PCC may reduce or recover payments proportionally to the seriousness of the unperformed obligations. This includes in particular cases where the PCC cannot approve a result, report or deliverable required in this Terms of Reference after the consultant has submitted the required additional information, correction or new version.

Should the Surveying Firm not be able to conduct the survey based on the released task orders, or by the end of the specified timeframe and/or submission of the required outputs, a proportionate reduction in fees shall apply.

If the Surveying Firm 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. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract

price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

## **XI. DISPUTE RESOLUTION**

Should any dispute related to the TOR and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.

In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and

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

Approved by:



**BENJAMIN E. RADOE JR., PhD**  
Director IV, Economics Office

<b>CONFORME:</b>
_____ <b>Name and Signature of Authorized Representative</b>
_____ <b>Designation</b>
_____ <b>Name of Company</b>
_____ <b>Date</b>