

REQUEST FOR QUOTATION / PROPOSAL

Procurement of Service Provider for the iCLP: Online Learning Hub on Competition Law and Policy

P.R. No./Date Received: **2023-01-0033 / 18 January 2023**

RFQ/P No. / Date: **2023-02-0035 / 03 February 2023**

The Philippine Competition Commission invites all eligible service providers 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**
- **Supporting Documents required under Item VI.1.A 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 **nppitallano@phcc.gov.ph** or **procurement@phcc.gov.ph** on or before **09 February 2022, 12:00 NN** subject to the following **Terms and Conditions**:

1. All entries shall be typed or written in a clear legible manner.
2. No alternate quotation/offer is allowed, suppliers who submitted more than one quotation shall be automatically disqualified.
3. All prices offered herein are valid, binding and effective for THIRTY (30) calendar days upon issuance of this document. Alternative bids shall be rejected.
4. Price quotations to be denominated in Philippine Peso shall include all applicable government taxes.
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 or toss coin.
9. In case supplier pro forma quotation is submitted, conditions will be governed by the submitted signed **Terms of Reference**.

Very truly yours,


ATTY. JOSEPH MELVIN B. BASAS
PBAC Chairperson

Item	QTY	ABC	Technical Specifications	Total Amount
				(To be filled-up by the Service Provider)
1	1	P 507,100.00	Procurement of Service Provider for the iCLP: Online Learning Hub on Competition Law and Policy	
Total ABC		P 507,100.00	TOTAL Amount (Php)	
Instructions:			Please see attached Terms of Reference for details.	

(Please provide **complete** information below)

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

We agree to abide by this proposal for the price validity period specified in the terms and conditions and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a Purchase/Job Order or a Contract is prepared and executed, this Quotation/Proposal shall be binding upon us. We understand that you are not bound to accept the lowest or any Proposal you may receive.

Signature over Printed Name : _____

Designation/Position : _____

Name of Company : _____

Address : _____

Telephone / Fax : _____

E-mail Address: _____

Company Tax Identification Number : _____



TERMS OF REFERENCE

Procurement of a Service Provider for the iCLP: Online Learning Hub on Competition Law and Policy (CLP) February-December 2023

I. Background and rationale

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

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

To complement its live webinar offerings and intensify its public education and awareness campaign, the PCC's CKMO-CBAD established an on-demand online learning program named the **iCLP: Online Learning Hub on Competition Law and Policy (CLP)**. The establishment of this online learning hub is timely as it rides on the growing public acceptance of online learning and will take advantage of the flexibility of on-demand access given the Philippines' connectivity constraints. Launched in 2021, the program initially offered an introductory CLP course for micro, small and medium enterprises (MSMEs). In 2022, courses for consumers and on the National Competition Policy (NCP) were added to the iCLP platform.

For 2023, the iCLP will continue to serve as an on-demand online learning hub and repository of competition-related references for the consumption of different stakeholders. In particular, the iCLP will be helpful in capacitating other government agencies required to implement the NCP, which the Office of the President ordered in 2021 through Administrative Order No. 44.

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

The Service Provider shall be engaged for a duration of eleven (11) months from the date of contract signing. This shall include the following services: subscription services, content

migration and customization of two (2) new courses, enhancement of current features, promotions, and technical support.

In providing the learning management system (LMS) platform, the Service Provider shall provide the following (collectively, "Services"):

A. Subscription Services

1. System Requirements
 - Cloud-based hosting accessible from commonly used web browsers (Google Chrome, Mozilla Firefox, Safari, Microsoft Edge, Opera, etc.)
 - Accommodate three hundred (300) concurrent users
 - Ensure 24/7 access availability, except for advance notification of server maintenance and updates roll-out
 - At least 300 gigabytes storage
 - PCC access to the following:
 - System availability reports
 - Storage status
 - Other status related to system activity
 - Subscription to services, databases, system updates must be included during maintenance and support period during the whole service contract duration
2. User Features
 - Online registration for external users
 - User application approval workflow for online registration
 - Collection of basic user information via profiles
 - Creation of user groups and roles
 - Role-based access and permissions
3. Onboarding/Training for End-Users
 - Training for Site Administrators
 - Training for Course Creators

B. Course Management System

1. Migration and customization of two (2) new courses: 1) Introduction on Competition Economics; and 2) CLP Course for Local Government Units
 - Uploading of video content
 - Enrollment of users
 - Creation of quizzes, assessments, and other activities as applicable to the courses
 - Embedding of internal and external links
 - Uploading resources such as presentations, .pdf files, audio, animation, etc.
 - Assignment submissions
 - Online discussion board/forum
 - Automation of e-certificate issuance
2. Access and maintenance of existing iCLP courses

C. Other Requirements

1. Enhancement of current layout
 - Adjust layout based on number of courses including the two (2) new courses

2. Inclusion of new features to improve accessibility such as closed captioning subtitles
3. Promotions
 - Promote/advertise the e-learning hub through online marketing media and PCC's official channels amounting to twenty-two thousand pesos (PhP22,000.00) or allotment of two thousand pesos (PhP2,000.00) per month (exclusive of administration fees) for the duration of the contract.
4. Technical Support
 - Provide support for users and administrators during the service contract period of eleven (11) months with the following specific operations requirements:
 - Answer queries regarding technical and administrative use of LMS
 - Resolve LMS issues: troubleshooting, configuring, optimizing the server and/or the LMS infrastructure (when needed)
 - Provide a monthly report incorporating the following:
 - Received queries on the technical and administrative use of LMS and responses
 - Summary data from online registration for external users
 - Identified LMS issues (on troubleshooting, configuring, optimizing the server and/or the LMS infrastructure) and solutions
 - LMS platform updates done, if any

D. System/Software and Information Assets Ownership and Copyright

- All content and materials, including copyright and all intellectual property rights, produced for the LMS platform shall belong exclusively to the PCC CKMO.
- All electronic documentation, materials, and content which may be accessed online is the property of the PCC CKMO during and after the service contract duration.
- The Service Provider, upon demand or upon termination of the contract, whichever is earlier, shall turn over all documents and other output, information, and assets to the PCC CKMO.
- The Service Provider shall not copy, distribute, nor transfer in whole or in part any material and content received or produced pursuant to the contract.

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

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

III. Fund Source and Approved Budget for the Contract

The Approved Budget for the Contract for this engagement is **FIVE HUNDRED SEVEN THOUSAND AND ONE HUNDRED PESOS (PhP 507,100.00)**, inclusive of all applicable government taxes. The fund is sourced from the General Appropriations of the PCC. The

services shall be a fixed price contract. Any extension of the contract timeline shall not involve any additional cost to the PCC.

IV. Mode of Procurement

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

V. Timelines, Deliverables, and Payment Schedule

The Service Provider shall be engaged immediately upon the execution of the contract. The PCC shall avail itself of the services of the Service Provider for a period of eleven (11) months.

Below is the proposed timeline and corresponding deliverables:

Activity/Milestones	Requirements/Deliverables	Timeline (in working days)	% of contract amount
Submission of work plan	Work Plan	Within three (3) days from signing of the contract	10%
Course migration and customization	Presentation of migrated and customized course	Within seven (7) days from receipt of materials from PCC	17%
Intensive online onboarding for course creators and administrators	Onboarding schedule/program	Within the first three (3) months after signing of the contract	5%
Submission of 1 st monthly report (February)	Monthly report	Within three (3) days after end of the month	5%
Submission of 2 nd monthly report (March)	Monthly report	Within three (3) days after end of the month	5%
Submission of 3 rd monthly report (April)	Monthly report	Within three (3) days after end of the month	5%
Submission of 4 th monthly report (May)	Monthly report	Within three (3) days after end of the month	5%
Submission of 5 th monthly report (June)	Monthly report	Within three (3) days after end of the month	5%
Submission of 6 th monthly report (July)	Monthly report	Within three (3) days after end of the month	5%
Submission of 7 th monthly report (August)	Monthly report	Within three (3) days after end of the month	5%
Submission of 8 th monthly report (September)	Monthly report	Within three (3) days after end of the month	5%
Submission of 9 th monthly report (October)	Monthly report	Within three (3) days after end of the month	5%
Submission of 10 th monthly report (November)	Monthly report	Within three (3) days after end of the month	5%
Submission of Project Completion Report	Project Completion Report (PCR)	Submit on or before November 30	15%
Submission of supplemental report (December)	Supplemental to the PCR to include report for December	Within three (3) days after end of the month	3%
TOTAL			100%

The payment shall be released within fifteen (15) business days upon the submission and approval of each required milestone/activity, the PCC's issuance of the Certificate of Satisfactory Services Rendered, and other supporting documents in accordance with government accounting rules and procedures.

VI. Qualifications of the Service Provider

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

A. Eligibility of the Prospective Bidder/s

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

Criteria	Minimum Qualification/s	Bases
Applicable experience of the Service Provider	<p>By the firm</p> <p>Years of experience: at least three (3) years of general experience in LMS development, implementation, and maintenance.</p> <p>Engagements: at least three (3) engagements/projects in the last three (3) years that involve LMS development, implementation, and maintenance, with at least one (1) of which were engagements with public/government sector.</p>	<ul style="list-style-type: none"> - Certificate of Satisfactory Service or Certificate of Completion and Acceptance - Portfolio of at least three (3) sample works within the last three (3) years
	<p>By the project lead and developers</p> <p>Years of experience: At least three (3) years of experience in developing, implementing, and maintaining an LMS platform.</p> <p>Engagements: involved in at least three (3) LMS development, implementation, and maintenance</p>	<ul style="list-style-type: none"> - Signed curriculum vitae indicating relevant work experience (indicate in the CV the position the personnel are assigned to) <p><i>Note: Pursuant to Section 33.3 of the revised IRR, there should be no replacement of key personnel before the awarding of the contract, except for justifiable reason, such as illness, death, or resignation provided it is duly supported by relevant certificates, or any delay caused by the procuring entity. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons, subject to appropriate sanctions as prescribed in the Philippine Bidding Documents (PBD).</i></p>

Plan of approach	Proposed approach with timeline of deliverables, in compliance with the deadlines set in this TOR	Proposed Work plan
Overall work commitment	At most five (5) ongoing projects (including awarded but not yet started contracts)	<p>- List of ongoing (including awarded but not yet started contracts) and previous engagements</p> <p><i>Note: Contract/s that will terminate on or before 90 calendar days, from the deadline of submission of eligibility documents for this project, shall not be considered as 'ongoing'.</i></p>

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

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

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

Criteria	Weight (%)
TECHNICAL PROPOSAL	
Applicable experience of the Service Provider-firm	30%
Applicable experience of the Service Provider-project lead and developers	15%
Plan of approach	20%
Overall work commitment	5%
FINANCIAL PROPOSAL	
Rating = (LAP / AOP) x % Allocation	30%
Where: AOP = amount of offer in the financial proposal LAP = lowest amount offered among offerors % Allocation = percentage assigned to the financial proposal	

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

VII. Information Security and Non-Disclosure Agreement

Intellectual Property shall include any property defined as such by Republic Act No. 8293 or the Intellectual Property Code of the Philippines.

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

All data, documents, records, configuration files and metadata (collectively, "Information") to be provided to the bidders for the purpose of delivering the Services are considered confidential information and shall remain the sole property of the PCC. The Service Provider shall acknowledge the importance of maintaining security and confidentiality of

the Information and agree to prevent unauthorized transfer, disclosure, or use of this Information by any third person or entity. Bidders shall not use the Information for any purpose other than in connection with the Services. Bidders shall ensure that it will not retain, after completion of the Services with which the Information was provided, all or any portion of the Information, in any manner whatsoever.

VIII. Conflict of Interest

The Service Provider must be independent of the entities which operate in the business of the sector covered by the scope of this engagement and must have no conflict of interest. There is conflict of interest when the Service Provider has an interest in the business of the entities operating, whether directly or indirectly, in the particular sector covered by this engagement, and the interest of such Service Provider, or their rights or duties therein, may be opposed to or affected by the performance of their duty as Service Provider.

IX. Liquidated Damages


If the service provider fails to deliver any or all of the goods and/or to perform the Services within the period specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (0.001) of the cost of the unperformed portion of every day of delay. In case the sum of total liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

X. Dispute Agreement/Resolution

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

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

Any amendments and additional terms and conditions of the Contract must be in writing, signed and acknowledged by both Parties.

Approved by:

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

Conforme:
Name and Signature of Authorized Representative

Designation

Company

Date
