



## BIDS AND AWARDS COMMITTEE

### REQUEST FOR PROPOSAL

(RFP) No. 2022-SVP-95

The Securities and Exchange Commission (SEC), through its Bids and Awards Committee (BAC), will undertake a **Negotiated Procurement – Small Value Procurement** for the lot below in accordance with Section 53.9 of the revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (RA 9184).

Lot	Description	Delivery Schedule	Approved Budget for the Contract inclusive of VAT
1	Engagement of a Learning Service Provider for the Conduct of the Module on Adaptive Performance <i>See Annex 1 for Technical Specifications</i>	Within thirty (30) calendar days upon receipt of approved PO/NTP.	<b>Php 360,000.00</b>

**Delivery Place:** The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Brgy., Bel-Air, Makati City.

Interested suppliers are required to submit **Price Quotation (use Attachment 1)** on or before the deadline.

Only the awardee shall be required as condition for the issuance of Notice of Award the submission of the following, unless the requirements were already submitted as part of the quotation or were previously submitted as part of another bid:

1. Valid Mayor's/Business Permit;
2. PhilGEPS Registration Number;
3. Omnibus Sworn Statement with attached duly Notarized Secretary's Certificate/Special Power of Attorney (see Attachment 3) [for projects with ABC above Php 50,000.00]; and
4. Latest Income Tax Return [for projects with ABC above Php 500,000.00].

**Notes:**

- a. Certificate of Platinum Membership may be submitted in lieu of the document numbers 1 and 2.
- b. Editable file copies of the Omnibus Sworn Statement and the Secretary's Certificate/Special Power of Attorney may be downloaded from the link: <https://www.sec.gov.ph/procurement/prescribed-templates/>.

Other terms and conditions are stated under Attachment 3 which forms part of this RFQ.

Submission of duly signed Price Quotation Form and other documents shall not later than **1:00 P.M of November 7, 2022 (Monday)** at the Procurement Division, 7F, SEC Headquarter, Makati Avenue, Makati City. Submission may be done electronically or via email ([bacsecretariat@sec.gov.ph](mailto:bacsecretariat@sec.gov.ph)).

The SEC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

  
**ARMANDO A. PAN, JR.**  
Chairman

**PRICE QUOTATION FORM**  
**RFP No. 2022-SVP-95**

Date: \_\_\_\_\_

THE BIDS AND AWARDS COMMITTEE  
 c/o PROCUREMENT DIVISION  
 7<sup>th</sup> Floor, SEC Headquarters, Makati Avenue  
 Makati City

Sir/Madam:

After having carefully read and accepted the terms and conditions in the Request for Quotation, hereunder is our price proposal for the lot identified below:

Lot No.	QTY	Technical Specifications / Terms of Reference / Description	Unit Price	Total Price (VAT inclusive)
1	1	Engagement of a Learning Service Provider for the Conduct of the Module on Adaptive Performance  <i>See Annex 1 for Technical Specifications, which forms part of the quotation.</i>	P _____	P _____
			<b>TOTAL</b>	P _____

**AMOUNT IN WORDS:**

\_\_\_\_\_

\_\_\_\_\_ (VAT inclusive)

The above-quoted price is inclusive of all costs and applicable taxes.

Very truly yours,

**AUTHORIZED REPRESENTATIVE:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_

## Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES                    )  
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.

### AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1.     *[Select one, delete the other:]*

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2.     *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3.     [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting**;

4.     Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5.     [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6.     *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group,

and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;  
[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_ day of \_\_, 20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_ day of [month] [year].

NAME OF NOTARY PUBLIC \_\_\_\_\_  
Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

**AUTHORITY OF SIGNATORY (For Corporation)**

I, (Name of Corporate Secretary), of legal age, Filipino, with business address at \_\_\_\_\_, after being duly sworn to in accordance with law do hereby depose and state:

That I am the duly elected Corporate Secretary of (Name of Corporation), a corporation duly organized and existing under and by virtue of applicable Philippine laws:

That at the special meeting of the Board of Directors of the said corporation, duly called and held at the principal office on (Date of Meeting) at which a quorum was presented and voting throughout the following resolution was unanimously approved to wit:

“RESOLVED, any of the following whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as attachment, is/are authorized to sign in behalf of the Corporation, to submit documents and represent solely for the purpose of complying with the (Name of Project).

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIALS

IN WITNESS WHEREOF, I have hereunto affix my signature this \_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

PRINTED NAME/SIGNATURE  
CORPORATE SECRETARY

SUBSCRIBED AND SWORN TO before me in the City of \_\_\_\_\_ this \_\_\_ day of \_\_\_\_\_ by (Name of Corporate Secretary) who has satisfactorily proven to me his/her identity through his/her (Identification Card presented), that he/she is the same person who personally signed before me the foregoing Affiant and acknowledged that he/she executed the same.

NOTARY PUBLIC

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Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.

**AUTHORITY OF SIGNATORY**  
(For Sole Proprietor/Partnership)

I, (Name Owner/Managing Partner), of legal age, [civil status], Filipino, and residing at [address of affiant], after having been duly sworn in accordance with law do hereby depose and state that:

1. I am the Sole Proprietor/Managing Partner of [Name of Bidder], with office address at [Address of Bidder];
2. As the Sole Proprietor/Managing Partner of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];
3. As the Sole Proprietor/Managing Partner of [Name of Bidder], I authorized [Name of Representative] whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as clearly shown attachment, is authorized to sign in behalf of the [Name of Bidder], to submit documents and represent solely for the purpose of complying with the bidding of [Name of Project].

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIALS

IN WITNESS WHEREOF, I have hereunto affix my signature this \_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

PRINTED NAME/SIGNATURE

SUBSCRIBED AND SWORN TO before me in the City of \_\_\_\_\_ this \_\_\_ day of \_\_\_\_\_ by (Name of Corporate Secretary) who has satisfactorily proven to me his/her identity through his/her (Identification Card presented), that he/she is the same person who personally signed before me the foregoing Affiant and acknowledged that he/she executed the same.

NOTARY PUBLIC

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Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.

**TERMS AND CONDITIONS:**

1. Bidders shall provide correct and accurate information required in this form.
2. Price quotation/s must be valid for a period of thirty (30) calendar days from the date of submission.
3. Price quotation/s which shall be in Philippine peso shall include all taxes, duties and/ or levies payable.
4. Quotation/s exceeding the Approved Budget for the Contract shall be rejected.
5. Award of contract shall be made to the Single/Lowest Calculated and Responsive Quotation (for goods and infrastructure) or, the Highest Rated Quotation (for consulting services).
6. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by you or any of your duly authorized representative/s.
7. The item/s shall be delivered according to the accepted technical proposal and specified in the Notice of Award.
8. Brand of the offer, if required, should be indicated as part of the bid. Non-indication of the brand may be considered as ground for disqualification. Sample, if required, shall also be submitted as part of the quotation. Non-submission of sample may be considered as ground for disqualification.
9. The SEC shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.
10. In case two or more bidders are determined to have submitted the Lowest Calculated and Responsive Quotation, the rules on Tie-Breaking as provided under the existing rules shall be observed to arrive at the LCRQ.
11. Payment shall be processed after delivery and upon the submission of the required supporting documents, in accordance with the existing accounting rules and regulations. Please note that the corresponding bank transfer fee, if any, shall be to the contractor's account.
12. Liquidated damages equivalent to one tenth of one percent (0.1%) of the value of the goods not delivered within the prescribed delivery period shall be imposed for day of delay. The SEC shall rescind the contract once the commutative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.

**Terms of Reference  
Engagement of a Learning Service Provider for the  
Conduct of the Module on Adaptive Performance**

**1. General Details**

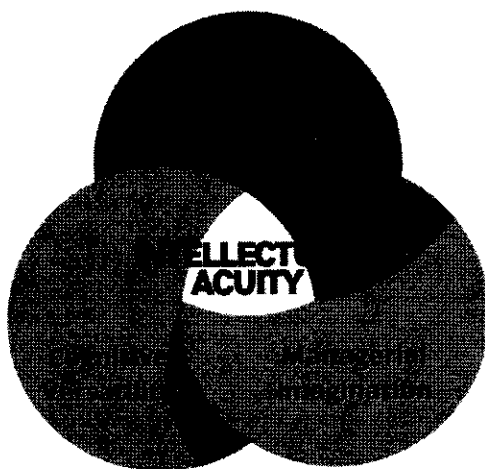
The Securities and Exchange Commission through the Learning Resource and Information Division of the Human Resource and Administrative Department (HRAD-LRID) is organizing a learning program with the following details:

Title of Learning Program	<b>Adaptive Performance</b>
Learning Delivery Method	Traditional Learning
Date and Time	29 November 01-02 December 2022 8:00 AM - 5:00PM
Venue	TBA / SEC Learning Portal

The learning program also has the following ancillary details:

Participation Requirement	Optional
Type of Training	Technical

**2. Program Description**



The module on Adaptive Performance is one of the pillars of the Intellectual Acuity Framework designed for the lawyers of the Office of the General Counsel under the OGC Capacity Building Program. This is one of 3 modules which was developed to prepare the OGC lawyers with the evolution of functions in the fast-changing world of business and to set their minds to become fit-for-purpose and future ready. It is especially designed to help the lawyers appreciate change, and become novel solutions providers.

Proposed SEC HRAD-LRID Learning Resource and Information Division



The Learning Service Provider (LSP) for Adaptive Performance aims to ensure that at the end of the module, the participants can:

- 1.1 Create a mindset that is able to go with the flow of evolution of functions in the fast-changing world of business and to redefine their roles to be fit for purpose and future-ready
- 1.2 Develop cultural inter phasing and high social intelligence
- 1.3 Adapt one's performance with the requirements of digital technology (lawtech)
- 1.4 Apply creative problem-solving at the policy level and carry out resolution of cases in a novel fashion

### 3. Duration

The duration of the learning program shall be for:

Total Number of Days	3 days
Total Number of Training Hours per Day	8 hours
Total Accumulated Training Hours	24 hours
Total Number of Batches	1 batch

The Learning Service Provider (LSP) shall be engaged for a period of **twenty-four (24) training hours**. The above-stated duration of the learning program is exclusive of the time for the pre- and post-training events which include but are not limited to preparatory/coordination meetings, walkthroughs, debriefings, etc.

### 4. Modality

The entire learning program shall be workshop-intensive and will be conducted using the traditional in-person training.

Synchronous sessions will be conducted using Zoom Video Communications, while all asynchronous sessions will be delivered and/or monitored through the SEC Learning Portal accessible through [learning.sec.gov.ph](http://learning.sec.gov.ph).

### 5. Approved Budget for the Contract

The maximum possible contract price for the services to be rendered for the **twenty-four (24) training hours** period is **THREE HUNDRED SIXTY THOUSAND PESOS (P360,00.00) for forty (40) participants**. A bid in excess of this amount shall automatically be rejected at the opening of the financial proposal.

This amount shall be inclusive of 12% Value Added Tax (VAT) and other taxes imposed by the government. The amount shall be billed by the LSP upon submission of the terminal report that includes the proposal submitted by the LSP, report on the implementation of the program, detailed results of the pre-test and post-test (if applicable), narrative of the learning gains by the participants, pictures chronicling the conduct, and program effectiveness assessment, whether the objectives of the program have been met, etc. Expenses and tools of the trade and other similar items necessary to enable the LSP to carry out its commitments in accordance with these Terms of Reference shall be for the account of the LSP.

## 6. End-user

The end-user for this project is the Learning Resource and Information Division (LRID) of the Human Resource and Administrative Department.

## 7. Scope of Work

The Learning Service Provider is expected to perform the following:

7.1. Design a 24-hour training for 40 participants based on the general parameters set by the Learning Resource and Information Division:

### ■ Technical Aspect

- Must be competency-based and vision-aligned
- Must fully conform to key elements of the concept articulated by the end-user
- Must be structured for optimized learning absorption and learning application
- Must be able to ensure high degree of learning engagement
- Must be able to elaborate on managerial imagination (as operationally defined under the Intellectual Acuity competency framework) and on the practical applications thereof.
- Must be able to align the theories, concepts and frameworks with the mandates of the agency and the work expected from the participants.

### ■ Administrative Aspect

- Must be able to profile the participants according to trainability and performance using appropriate metrics
- Must provide a copy of handouts and all other learning materials
- Must be available to attend meetings, walk-throughs, and debriefing as required by the end-user

7.2. Conduct the learning program on the following schedules, utilizing the learning delivery methods agreed upon, viz;

Date/Day	Time	Modality/Venue
29 November 2022	8:00 AM - 5:00 PM	Traditional
01 December 2022	8:00 AM - 5:00 PM	Traditional
02 December 2022	8:00 AM - 5:00 PM	Traditional

The schedule will need to be responsive to the evolving new normal in the wake of the COVID-19 pandemic and to the nature of the health and safety guidelines promulgated by the duly constituted authorities.

The dates of the training may be changed and/or updated by the end-user for reasonable cause. The adjusted dates will be communicated to the LSP.

**7.3.** Submit the training requirements based on the following schedules, if applicable, viz:

Requirements	Deadline
Pre-test / pre-course assessment	Ten (10) days before the event
Post-test / post-course assessment	Ten (10) days before the event
Learning Program Evaluation	Ten (10) days before the event
Detailed program of activities / session blueprint	Five (5) days before the event
Presentation decks, audio-visual materials, etc	Five (5) days before the event
Other training requirements, as agreed/discussed	Five (5) days before the event

**7.4.** Submit an original copy of Billing Statement and two (2) original copies of the Terminal Report **ten (10) business days** after the conclusion of the training following the prescribed format and content, viz:

- Attainment of learning program objectives, extent of learning absorption, and capacity of immediate learning application of the participants
- Policy insights generated in aid of subsequent administration of learning interventions
- Adjustments and innovations necessary to improve training effectiveness;
- Way forward suggestions on learning reinforcement for the benefit of the principals of the trainees inasmuch as they have the inherent responsibility of nurturing the trainees under their watch and custody

## **8. Deliverables and Payment Schedule**

The payment will be processed upon the conduct of the training and the submission of all deliverables and requirements duly acknowledged by the end-user.

## **9. Minimum Qualifications**

- 9.1.** Proven expertise in designing and conducting learning and development programs
- 9.2.** Advanced ability to customize the learning program tailored to the peculiar requirements of the agency and other additional inputs and guidance from the end-user
- 9.3.** Advanced ability to engage the participants through application of suitable learning modalities or learning delivery methods
- 9.4.** Ability to rate the performance of the participants during the learning program and provide guidance for improvement
- 9.5.** Competent staff to complement the requirements of the end user to moderate and handle the technical and administrative aspects of the learning program

## 10. Evaluation Criteria

The HRAD carefully sought for prospective consultants or learning service providers considering both the private and government-accredited training institutions. Their proposals will be evaluated based on the following criteria:

Responsiveness of the training design to the Concept underpinning the training	40%
Ability to execute masterfully	30%
Track record or industry performance compared with competitors	20%
Feedback from previous clients who availed of the LSP's services for the same type or related training	10%
Total	100%

## 11. Responsibilities of the Parties

11.1. The Learning Service Provider (LSP) shall assume the following obligations:

- Attendance to meetings with the LRID to discuss matters related but not limited to the problems discerned via assessments done and expected results of the programs;
- Provide the company profile and profile of the facilitator/s;
- Conduct the “fika-han” to promote the program to selected employees of the agency in coordination with the LRID;
- Design an evaluation survey for participants to answer at the end of the project;
- Develop the design and methodologies that will best fit the organizational needs in terms of the required expected outputs and deliverables;
- Maintain the confidentiality of the data and information acquired and all other related activities generated thereof, until such is determined and declassified by the SEC; and
- Provide the video communications platform (e.g. Zoom, Webex, etc.) account that will be used during the duration of the fully virtual training (in case that the LRID will not provide the Zoom account due to scheduling conflict).

11.2. The SEC shall assume the following obligations:

- Provide general supervision and direction on the conduct of the learning program;
- Ensure the availability of a Zoom account dedicated for this project that will be used throughout the duration of the training in case that there is scheduling;
- Provide a representative that will provide the necessary data and information necessary for the conduct of the project;
- Review and approve all changes in the execution of the proposed learning design prior to the conduct of the activities; and
- Review and approve all project deliverables, and related activities based on the timetable and in accordance with this Terms of Reference (TOR).

## 12. Other items

### 12.1. Disclaimer

There will be no employer-employee relationship between the SEC and the Learning Service Provider (LSP), nor between the former and the agents of the latter.

**12.2. Intellectual Property**

The intellectual property of materials including concept notes and learning design remains with the end-user. The learning service provider cannot in any way, use the said materials in whole or in part to run similar or somewhat equivalent learning interventions outside the SEC.

**12.3. Property of SEC**

Any and all works (including recordings) resulting from the engagement as originating from this TOR shall be the sole property of the SEC, which shall be turned over whenever required by the agency.

**12.4. Warranty**

The Learning Service Provider (LSP) warrants that its personnel are properly supervised, and legally and technically competent to provide and conduct the required scope of work as originating from this TOR. The SEC may demand for replacement of the Learning Service Provider (LSP)'s personnel if the performance and/or knowledge level is found below the expectation for the required services.