

**BIDS AND AWARDS COMMITTEE****REQUEST FOR QUOTATION**

AMP No. 2023-037

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 Intermediate Computer Proficiency Learning Program  <i>See Annex 1 for Terms of Reference</i>	May 8-9, 2023, 8:00AM-5:00PM May 10, 2023, 8:00AM-12:00PM (Batch 1)  June 14-15, 2023, 8:00AM-5:00PM June 16, 2023, 8:00AM-12:00PM (Batch 2)	<b>Php 400,000.00</b>

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

Interested consultants are required to submit **Price Quotation (use Attachment 1)**, and signed and accomplished **Terms of Reference/Scope of Work (Annex A)**, on or before the deadline. **Comprehensive Proposal is required to be submitted as well and will be evaluated using the criteria in the Terms of Reference and through Quality-Cost Based Evaluation.**

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 **12:00 N.N. of April 25, 2023 (Tuesday)** at the Procurement Division, 7F, The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Bel-air, Makati City. Submission may be done electronically or via email ([jnnuada@sec.gov.ph](mailto:jnnuada@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  
jnn

**PRICE QUOTATION FORM**  
AMP No. 2023-037

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

THE BIDS AND AWARDS COMMITTEE  
c/o PROCUREMENT DIVISION  
7<sup>th</sup> Floor, The  
The SEC Headquarters, 7907 Makati Avenue  
Salcedo Village, Bel-air, 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 Intermediate Computer Proficiency Learning Program  <i>See Annex A for Terms of Reference, which forms part of the quotation.</i>	P _____	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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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

Doc. No. \_\_\_\_\_  
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 i



**Terms of Reference**  
**Engagement of a Learning Service Provider for the Conduct of**  
**Intermediate Computer Proficiency Learning Program**

**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 Training	<b>Intermediate Computer Proficiency Learning Program</b>
Learning Delivery Method	Traditional Learning
Date	Batch 1: 08-09 May 2023, 8:00 AM - 5:00 PM 10 May 2023, 8:00 AM - 12:00 PM  Batch 2: 14-15 June 2023, 8:00 AM - 5:00 PM 16 June 2023, 8:00 AM - 8:00 AM - 12:00 PM
Venue	The SEC Headquarters / SEC Corporate Learning Portal

**2. Program Description**

The SEC is mandated under the law to champion investor protection, promote good corporate governance, company registration, and oversee the capital market in the country while taking cognizance of the situation of the capital market in ASEAN countries and around the world.

Nowadays, technology is a critical partner in productivity and operations for organizations to excel. In the SEC, the human resource, as computer users, is expected to be equipped with the necessary computer proficiency to maximize technology in communications, in managing data, generating reports, in conducting complex accounting functions, problem-solving, synthesizing, and many more.

This program is expected to increase the knowledge and proficiency of the participants with the use of Microsoft Office (MS Office 2019) applications – Word, PowerPoint, Excel – from intermediate to advanced. This program will make the SEC employees more productive insofar as report writing, data handling, and the subsequent presentation of data is concerned. The program will aid the participants in preparing the presentation materials of their superiors and promote the SEC and what it does as a regulatory agency.

The overall objective of the training program is to elaborate on the interdependence of MS Word, MS Excel, and MS Powerpoint's usability in writing, data handling, and in presenting reports.

The training aims for the participants to:

- Increase knowledge and proficiency with the use of Microsoft Office tools, from basic to intermediate;
- Develop intermediate capability to use the features of Microsoft Office; and
- Apply knowledge and capability to use Microsoft Office in day-to-day functions.

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### 3. Duration

The Intermediate Computer Proficiency Learning Program will be conducted in two (2) whole days and a half day schedules and in two (2) batches on the following schedule:

a. Batch 1	08-09 May 2023, 8:00 AM - 5:00 PM 10 May 2023, 8:00 AM - 12:00 PM	20 participants
b. Batch 2	14-15 June 2023, 8:00 AM - 5:00 PM 16 June 2023, 8:00 AM - 12:00 PM	20 participants

The Learning Service Provider (LSP) shall be engaged for a period of **forty (40) training hours or twenty (20) training hours per module per batch** and shall likewise be available for attendance to meetings before and after the conduct of the training.

### 4. Modality

The entire learning program shall be delivered in a traditional learning format with twenty (20) hours synchronous sessions and four (4) hours asynchronous sessions.

Asynchronous sessions will be delivered and/or monitored through the SEC Corporate Learning Portal.

### 5. Approved Budget for the Contract

The maximum possible contract price for the services for the **forty (40) training hours** period is **FOUR HUNDRED THOUSAND PESOS (PhP 400,000.00)** for a total of **40 participants or 20 participants per module per batch**.

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 each deliverable according to the schedule specified herein.

Expenses and tools of the trade and other similar items necessary to enable the LSP to carry out its commitments in accordance with this Terms of Reference shall be for the account of the LSP.

### 6. Profile of Participants

The target participants are administrative staff and technical staff who are tasked at preparing and monitoring documents such as correspondences, presentations and spreadsheets.

#### 6.1. Equal Opportunity Principle (EOP)

In creating a culture of fairness and inclusion, the SEC is committed to support equality in the workplace fostering an environment of professionalism and devoid of bias against any form of discrimination at the agency on account of age, sex, gender identity, civil status, religion, ethnicity, and political affiliation (SEC Office Order No. 760 series of 2019).

### 7. End-user

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

### 8. Scope of Work

The Learning Service Provider is expected to perform the following:

**8.1.** Design a competency-based 20-hour training for 20 participants based on the general parameters set by the Learning Resource and Information Division:

### 8.1.1. Technical Aspect

- Must be competency-based

*The Intermediate Computer Proficiency is a competency-based learning and development intervention that focuses to address the following competencies:*

#### *o Microsoft Word*

- *Work with sections, create templates, use styles, and customize them.*
- *Create and format complex tables, and manage table data.*
- *Create Mail Merges, sort and filter them.*
- *Customize Toolbars.*
- *Insert graphic elements.*
- *Run and record Macros.*
- *Create a Web Page based on a template and add hyperlinks.*

#### *o Microsoft Excel*

- *Create, modify, and format charts.*
- *Use graphic objects to enhance worksheets and charts.*
- *Filter data and manage a filtered list.*
- *Perform multiple-level sorting, use sorting options, and design considerations.*
- *Use mathematical, logical, statistical, and financial functions.*
- *Group and dissociate data and perform interactive analysis.*
- *Create and modify some Macro commands.*

#### *o Microsoft Powerpoint*

- *Create a template and work with a Design template.*
- *Work with graphics, animation and multimedia, inserting movies and sound.*
- *Work with the Office Suite to create slides from an outline and send slides to Microsoft Word.*
- *Customize PowerPoint toolbars and automate the slide production.*
- *Use AutoCorrect and the Style Checker.*
- *Build interactive presentations, using hyperlinks, creating interactive objects, working with Slide Show options, and using the Meeting Minder.*
- *Explore online meetings and broadcast presentations.*

- Must be able to integrate contextual factors that affect the purpose and development of the learning and development intervention to deliver the program holistically;
- Must enable the participants to discuss the agency's core values and apply them in performing their respective functions;
- Must enable the participants to align their work outputs towards the achievement of the agency's vision and mission;
- Must enable the participants to apply the principles of good followership in achieving the agency's goals and targets; and
- Must enable the participants to demonstrate specific behaviors and to perform their functions as public servants effectively.

### 8.1.2. Administrative Aspect

- Must be able to profile the participants according to trainability and performance using the Measurement of Learning Effectiveness and Transfer in the Securities and Exchange Commission (LETS) ([see attached file](#));
- Must provide a copy of handouts and all other learning materials; and
- Must conform to the sustainability efforts of the agency by:
  - o* Opting for paperless documents by providing electronic copy of handouts and all other learning materials (except as required by law such as the original printed billing statement and terminal report) and if possible, by designing activities/workshops through paperless alternatives

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- o Avoiding kitchen disposable items by bringing tumblers during the traditional/in-person conduct of learning programs

8.2. Conduct the training on the following schedules, utilizing the learning delivery methods agreed upon, viz;

Batch	Day	Time	Modality/Venue
1	08 May 2023	8AM - 5PM	Traditional
	09 May 2023	8AM - 5PM	Traditional
	10 May 2023	8AM - 12PM	Traditional
2	14 June 2023	8AM - 5PM	Traditional
	15 June 2023	8AM - 5PM	Traditional
	16 June 2023	8AM - 12PM	Traditional

The schedule will need to be responsive to pandemic-induced disruptions and constraints 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.

8.3. Submit the training requirements to the end-user based on the following schedules, if applicable, viz:

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

8.4. **Payment requirements.** 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

8.5. **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.

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In cases where the gap of the conduct of the training program in between batches is more than 30 days, the settlement of the payment will be in two (2) tranches:

**First Tranche.** Partial payment equivalent to 50% of the total contract price after receiving the post-training report (terminal report) for the specific batch of the training program.

**Second Tranche.** Remaining payment equivalent to 50% of the total contract price after receiving the post-training report (terminal report) for the remaining batch of the training program, along with the consolidated post-training report.

## 9. Minimum Qualifications

- 9.1. Proven expertise in designing and conducting a program for ethics good followership
- 9.2. Advanced ability to customize the program tailored to the peculiar requirements of the agency
- 9.3. Advanced ability to engage the participants through application of suitable learning modalities
- 9.4. Ability to rate the performance of the participants during the program and provide guidance for improvement

## 10. Technical Evaluation Criteria

The HRAD-LRID carefully sought for prospective consultants or LSPs considering both the private and government-accredited training institutions. To qualify, the prospective bidder should achieve an overall minimum score of 70 points. Their proposals will be evaluated based on the following criteria:

Criteria	Description	Points
<b>Expertise/Education</b> (Responsiveness of training design to the concept note)	Background or mastery on the area of specialization (i.e. graduate degree, bachelor's degree, certifications, or memberships to associations/organizations)  Points to be attributed based on the qualifications: <ul style="list-style-type: none"> <li>• Graduate degree - 30 points</li> <li>• Bachelor's degree - 20 points</li> <li>• Trainings attended, Affiliations, Certifications or memberships to ssociations/organizations - 10 points</li> </ul> E.g. An LSP/RP with a graduate degree and a certified member of associations will receive a total of 40 points while an LSP/RP with a graduate degree and a certified member of associations will receive a total of 30 points	40
<b>Experience</b> (Ability to execute masterfully)	Proven record that can substantiate any claims to the experience or skill and preferably with documented outcomes (i.e. relevant work experience, training proposals, training design, portfolio, etc.)  Points to be attributed based on the qualifications: <ul style="list-style-type: none"> <li>• With relevant work experience and all portions of the training design are clear, well-structured and responsive to the TOR - 21 to 30 points</li> <li>• With relevant work experience but only some portions of the training design are clear; well-structured and responsive to the TOR - 11 to 20 points</li> </ul>	30

	<ul style="list-style-type: none"> <li>With relevant work experience but the training design are not clear and well-structured with no definite timeline, no detailed work plan, and no appropriate results indicator - 1 to 10 points</li> </ul>	
<b>Integrity</b> (Track record compared with competitors)	Absence of critical incidents that might otherwise tarnish or put to question the LSP or RP's credibility, character, ethical behavior or intellectual integrity (i.e. recommendations or commendations from HRAD-LRID and previous clients and credibility and respected in the area of specialization) <ul style="list-style-type: none"> <li>With proven credibility, character, ethical behavior or intellectual integrity in respect to the area of specialization - 11 to 20 points</li> <li>With little to no proven credibility, character, ethical behavior or intellectual integrity in respect to the area of specialization - 1 to 10 points</li> </ul>	20
<b>Suitability</b> (Feedback from previous clients who availed of the LSP's or consultant's services for the same type of training)	Fitness for the task or role (i.e. willingness to devote the time required for the preparation and actual conduct of the learning and development activity, willingness to coach and support participants beyond prescribed activity sessions, and evaluation results of previous engagement on similar program) <ul style="list-style-type: none"> <li>With very satisfactory evaluation from previous engagement on similar program/s and willing to devote the time required for the preparation and actual conduct of the learning and development activity, willingness to coach and support participants beyond prescribed activity sessions - 5 to 10 points</li> <li>With satisfactory evaluation from previous engagement on similar program/s and willing to devote the time required for the preparation and actual conduct of the learning and development activity, willingness to coach and support participants beyond prescribed activity sessions - 1 to 4 points</li> </ul>	10
<b>Total</b>		<b>100</b>

## 11. Responsibilities of the Parties

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

- 11.1.1. Attendance to meetings with the HRAD-LRID to discuss matters related but not limited to the problems discerned via assessments done and expected results of the programs;
- 11.1.2. Provide the company profile and profile of the facilitator/s;
- 11.1.3. Conduct the Training Orientation to promote the program to selected employees of the agency in coordination with the HRAD-LRID;
- 11.1.4. Design an evaluation survey for participants to answer at the end of the project;
- 11.1.5. Provide Pre-test / pre-course assessment, Post-test / post-course assessment, Learning Program Evaluation, Detailed program of activities / session blueprint, Presentation decks, audio-visual materials, and other training requirements, as stated in the Item 8.3 of this TOR.
- 11.1.6. Develop the design and methodologies that will best fit the organizational needs in terms of the required expected outputs and deliverables;

  
 6  
 detail



11.1.7. 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 HRAD-LRID will not provide the Zoom account due to scheduling conflict).

11.2. The SEC shall assume the following obligations:

- 11.2.1. Provide general supervision and direction on the conduct of the learning program;
- 11.2.2. 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;
- 11.2.3. Provide a representative that will provide the necessary data and information necessary for the conduct of the project;
- 11.2.4. Review and approve all changes in the execution of the proposed learning design prior to the conduct of the activities; and
- 11.2.5. 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.

### 12.5. Sustainability Efforts

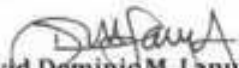
The SEC has launched its sustainability efforts and to support this project, the HRAD-LRID promotes and encourages a sustainable corporate culture that will result in a better quality of life to SEC employees and the community where it interacts with. Therefore, the HRAD-LRID, the LSP and participants must strive to:

- Opt for paperless documents and other paperless alternatives; and
- Avoid disposable kitchen items. All attendees are required to bring their own tumblers. The HRAD-LRID commits to minimize the use of disposable and plastic in the meals that are being prepared and are for distribution.


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