



BIDS AND AWARDS COMMITTEE

REQUEST FOR QUOTATION

AMP No. 2023-040

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 SEC Public Speaking Skills Training with Catering Services <i>See Annex A for Terms of Reference</i> | May 29-31, 2023 8:00 AM – 5:00 PM | ₱528,000.00 |

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.**

Only the awardee/s 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 **10:00 AM of May 3, 2023 (Wednesday)** 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 (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
/s/

PRICE QUOTATION FORM
AMP No. 2023-040

Date: _____

THE BIDS AND AWARDS COMMITTEE
c/o PROCUREMENT DIVISION
7th 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 SEC Public Speaking Skills Training with Catering Services <i>See Annex A for Terms of Reference, which forms part of the quotation.</i> | P _____ | P _____ |
| | | | Total | 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

Doc. No. _____
Page No. _____
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

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 initiated 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 grounds
- 9.
10. for disqualification. Sample, if required, shall also be submitted as part of the quotation. Non-submission of samples may be considered as grounds for disqualification.
11. The SEC shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.
12. 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.
13. **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.**
14. 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 a 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

4. Modality

The entire learning program shall be conducted using a Traditional Learning modality with twenty-four (24) hours synchronous sessions and four (4) hours asynchronous sessions per batch.

All asynchronous sessions will be delivered and/or monitored through the SEC Learning Portal accessible through learning.sec.gov.ph.

5. Approved Budget for the Contract

The maximum possible contract price for the services for the **twenty-four (24) training hours** period is **TWO HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED PESOS (PhP 298,500.00)** for a total of **25 participants**.

The budget is broken down into the following items:

| | |
|------------------------------------|------------|
| Professional Fee/Honorarium/Tokens | 240,000.00 |
| Catering Services | 58,500.00 |

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 this Terms of Reference shall be for the account of the LSP.

6. Profile of Participants

The Public Speaking Skills Training is designed for the capability-building of personnel assigned in engaging with internal and external stakeholders of the SEC. These personnel perform or execute tasks such as (1) presiding over or meeting with various clients or associates; (2) speaking engagements on behalf of the SEC; (3) and other duties and tasks related to engaging with other personalities.

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 HRAD-LRID at the 7th Floor, The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Bel-Air, Makati City, 1209.

8. Scope of Work

The Learning Service Provider is expected to perform the following:

8.1. Design a competency-based 24-hour training for 25 participants based on the general parameters set by the Learning Resource and Information Division:

 
2

8.1.1. Technical Aspect

- Must be competency-based:
The Public Speaking Skills is a competency-based learning and development intervention that focuses to address the following competencies:
 - Oral communication
 - Logical thinking
 - Clear organization of thoughts
 - Rapport with audience
 - Suitable vocal expressions
 - Corresponding non-verbals
 - Design thinking
 - Convincing persuasion
- 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 check degree of learning engagement;
- 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 different concepts and principles in speaking with various stakeholders;
- Must enable the participants to conquer the fear of public speaking to clearly, concisely and confidently speak before an audience;
- Must enable the participants to sharpen skills for understanding audiences, developing topics, connecting with audiences, and handling difficult situations;
- Must enable the participants to organize ideas to clearly and convincingly influence decisions through their presence and not presentation;
- Must enable the participants to apply their public speaking skills in various situations;
- Must enable the participants to understand the process and structure of oral presentation;
- Must enable the participants to deliver seamless full business presentations and lead effective business discussions;
- Must enable the participants to display a level of credibility and effectively convey message across platforms and media;
- Must enable the participants to handle questions asked and objections raised during presentations; and
- Must enable the participants to pitch a strong conclusion.

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

8.1.3. Catering Services

- The maximum price for the catering services for **three (3) days** is **FIFTY-EIGHT THOUSAND FIVE HUNDRED PESOS ONLY (Php 58,500.00)**. This amount shall be inclusive of 12% Value Added Tax (VAT) and other taxes imposed by the government.
- The catering services will be utilized in the dates specified under 8.2 of this document, at the 11F, The SEC Headquarters, Makati City.
- There will be a total of **Thirty (30) pax** for this training, with the following breakdown:

- 25 participants, 2 learning service provider and 2 learning & development secretariat.
- The catering services must meet the following requirements:
 - The supplier must be duly registered with regulatory agencies and with appropriate licenses and permits.
 - Meals must be able to accommodate 30 individuals (participants and organizers).
 - **Food and Meals.** The catering services must fulfill the following requirements for 30 individuals:
 - Morning and Afternoon Snacks with respective one (1) round of soft drinks or iced tea;
 - Buffet lunch;
 - Free-flowing water, tea and coffee for the participants while the event is on-going;
 - Drinking water shall be provided; and
 - Food served shall be fresh, hot, and ready at least 30 minutes before each meal.

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

| Date/Day | Time | Modality/Venue |
|-------------|-------------------|----------------|
| 29 May 2023 | 8:00 AM - 5:00 PM | Traditional |
| 30 May 2023 | 8:00 AM - 5:00 PM | Traditional |
| 31 May 2023 | 8:00 AM - 5:00 PM | 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:



 4


- 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; and
- 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.

9. Minimum Qualifications

- 9.1. Proven expertise in designing and conducting a program for public speaking;
- 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; and
- 9.4. Ability to rate the performance of the participants during the program and provide guidance for improvement.

10. Evaluation Criteria

The Highest Rated Bidder is the bidder with the highest rated score based on the technical and financial bids submitted if the score passes the rate of 80%.

The technical and financial proposals of the shortlisted bidders will be evaluated through Quality-Cost-Based Evaluation (QCBE), based on the following criteria:

| Criteria | Description | Points |
|---|---|--------|
| TECHNICAL PROPOSAL (85%) | | |
| Expertise/Education (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"> • Graduate degree - 25 points • Bachelor's degree - 20 points • Trainings attended, Affiliations, Certifications or memberships to associations/organizations - 10 points E.g., An LSP/RP with a graduate degree and a certified member of associations will receive a total of 35 points while an LSP/RP with a graduate degree and a certified member of associations will receive a total of 30 points | 35 |
| Experience (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"> • With relevant work experience and all portions of the training design are clear, well-structured and responsive to the TOR - 21 to 25 points | 25 |

| | | |
|--|---|----|
| | <ul style="list-style-type: none"> • 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 • 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 | |
| Integrity (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"> • With proven credibility, character, ethical behavior or intellectual integrity in respect to the area of specialization - 10 to 15 points • With little to no proven credibility, character, ethical behavior or intellectual integrity in respect to the area of specialization - 1 to 9 points | 15 |
| Suitability (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"> • 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 • 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 | 10 |
| FINANCIAL PROPOSAL (15%) | | |

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 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 a Training Orientation to promote the program to selected employees of the agency in coordination with the 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;
- 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;
- 11.1.8. Provide catering services for the conduct of the activity in accordance with the terms stated in item 8.1.3 of this document; and
- 11.1.9. 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:

- 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.

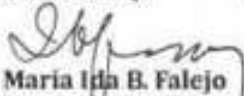
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Prepared By:



David Dominic M. Lanuza
Project Lead/SEC Training Officer III
Learning Resource and Information Division
Human Resource and Administrative Department

Reviewed By:



Maria Ida B. Falejo
SEC Supervising Administrative Officer
Learning Resource and Information Division
Human Resource and Administrative Department

Approved By:



Marjorie C. Dacillo
Officer-in-Charge
Learning Resource and Information Division
Human Resource and Administrative Department