



BIDS AND AWARDS COMMITTEE

REQUEST FOR QUOTATION

AMP No. 2023-022

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
Learning Service Providers for the Conduct of SEC Onboarding Programs 2.0			
1	Engagement of a Learning Service Provider for the Conduct of SEC Onboarding Program 2.0 Module 1: Values Reflection <i>See Annex A for Terms of Reference</i>	24 April 2023 8:00 AM - 5:00 PM (Batch 1) 13 November 2023 8:00 AM - 12:00 PM (Batch 2)	Php 160,000.00
2	Engagement of a Learning Service Provider for the Conduct of SEC Onboarding Program 2.0 Module 4: Completed Staff Work <i>See Annex B for Terms of Reference</i>	27-28 April 2023 8:00 AM - 5:00 PM (Batch 1) 16-17 November 2023 8:00 AM - 5:00 PM (Batch 2)	Php 320,000.00

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 and B)**, 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. Consultants may quote for one or two lots.**

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].

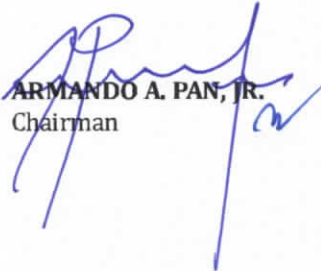
Notes:

- 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 **12:00 N.N. of April 5, 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

PRICE QUOTATION FORM
AMP No. 2023-022

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 Onboarding Program 2.0 Module 1: Values Reflection Batch 1 and 2 <i>See Annex A for Terms of Reference, which forms part of the quotation.</i>	P _____	P _____
2	1	Engagement of a Learning Service Provider for the Conduct of SEC Onboarding Program 2.0 Module 4: Completed Staff Work Batch 1 and 2 <i>See Annex B 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 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.
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 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



**Securities and
Exchange
Commission**
PHILIPPINES

HUMAN RESOURCE AND ADMINISTRATIVE DEPARTMENT

Terms of Reference
Engagement of a Learning Service Provider for the Conduct of
SEC Onboarding Program 2.0 Module 1: Values Reflection

1. General Details

The Securities and Exchange Commission (SEC), 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	SEC Onboarding Program 2.0 Module 1: Values Reflection
Learning Delivery Method	Traditional
Date	24 April 2023, 8:00 AM - 5:00 PM (Batch 1) 13 November 2023, 8:00 AM - 12:00 PM (Batch 2)
Venue	11th Floor, The SEC Headquarters/ SEC Corporate Learning Portal

2. Program Description

The onboarding process involves the welcoming of new employees and is, therefore, a collaborative effort that includes the HRAD, the department/office of assignment, and other units throughout the agency. The onboarding program is the start of onboarding new hires to their specific role and department, a more detailed and longer process. To help the department/office of assignment in the assimilation of their new hires in the agency and their respective departments, the HRAD, through the LRID, re-designed the SEC Onboarding Program.

The Onboarding Program is a structured learning intervention that occupies an interstitial place in the entry process of new hires. The newly re-designed program is composed of four (4) consecutive training programs meant to present a holistic approach in the onboarding process of the new hires. The strategic intent of this program is three-fold:

- a. It aims to equip new hires with basic functionality as civil servants;
- b. It intends to imbue new hires with the ethos of "employee-ship"; and
- c. It seeks to introduce the mandates of the SEC and its importance as new SEC employees.

The first module (Module 1) presents the "Values Reflection". This training seeks to entrench the SEC corporate values into the consciousness of the new hires and to induce the new hires to translate them into workplace behavior, which will help build the "brand" of public service of the SEC and which will ensure their alignment with the new vision of the SEC. Lectures on "good followership" will support this training to provoke the new hires to reflect on the critical importance of their roles as "followers" with that of their principals in achieving agency's goals and targets. Additionally, this training will touch on workplace patriotism and how the new hires can verbalize their reflections on making their stint at the agency a legacy of remarkable service.

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3. Duration

SEC Onboarding Program 2.0 Module 1: Values Reflection will be conducted in a whole day and in two (2) batches on the following schedule:

- | | | |
|------------|------------------|-----------------|
| a. Batch 1 | 24 April 2023 | 60 participants |
| b. Batch 2 | 13 November 2023 | 60 participants |

The Learning Service Provider (LSP) shall be engaged for a period of **sixteen (16) training hours or eight (8) 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 (In-person) learning format with sixteen (16) hours of synchronous sessions and four (4) hours of asynchronous sessions.

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

5. Approved Budget for the Contract

The maximum possible contract price for the services for the **sixteen (16) training hours** period is **ONE HUNDRED SIXTY THOUSAND PESOS (PhP 160,000.00)** for a total of **120 participants or 60 participants per module per batch**. 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 this Terms of Reference shall be for the account of the LSP.

6. Profile of Participants

The SEC Onboarding Program is divided into two (2) batches for the following new entrants:

Batch Number	Hiring Period
1	November 2021 to January 2023
2	February 2023 to September 2023

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

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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 LSP is expected to perform the following:

8.1. Design a 16-hour competency-based training for 120 participants based on the general parameters set by the HRAD-LRID:

8.1.1. Technical Aspect

- Must be competency-based, and enable the participants to:
 - Alignment of employee's values into the SEC core values
 - Alignment with the agency vision and mission;
 - Reflective on the critical importance of employee's role as "followers" with that of their principal in achieving the agency's goals and targets; and
 - Implore workplace patriotism.
- 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:
 - Opting for paperless documents by providing an 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
 - Avoiding disposable kitchen items by bringing tumblers during the traditional/in-person conduct of learning programs

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[Handwritten signatures]



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

Batch	Date/Day	Time	Modality/Venue
1	24 April 2023	8:00 AM - 5:00 PM	Traditional
2	13 November 2023	8:00 AM - 5:00 PM	Traditional

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

8.4. Payment requirements. Submit an original copy of **Billing Statement** and **two (2) original copies of the Terminal Report ten (10) 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;
 Proposed Learning Action Plan aims to develop strategies, projects, activities, etc., to maximize participants' learning through learning by doing.

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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9. Minimum Qualifications

- 9.1. Proven expertise in designing and conducting a program for ethics and 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
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: Graduate degree - 30 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 40 points while an LSP/RP with a graduate degree and a certified member of associations will receive a total of 30 points	40
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: With relevant work experience and all portions of the training design are clear, well-structured and responsive to the TOR - 21 to 30 points 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	30



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<p>Integrity</p> <p>(Track record compared with competitors)</p>	<p>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)</p> <p>With proven credibility, character, ethical behavior or intellectual integrity in respect to the area of specialization - 11 to 20 points</p> <p>With little to no proven credibility, character, ethical behavior or intellectual integrity in respect to the area of specialization - 1 to 10 points</p>	<p>20</p>
<p>Suitability</p> <p>(Feedback from previous clients who availed of the LSP's or consultant's services for the same type of training)</p>	<p>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)</p> <p>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</p> <p>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</p>	<p>10</p>
Total		100

11. Responsibilities of the Parties

11.1. The 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

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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; 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 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 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 LSP's personnel if the performance and/or knowledge level is found below the expectation for the required services.

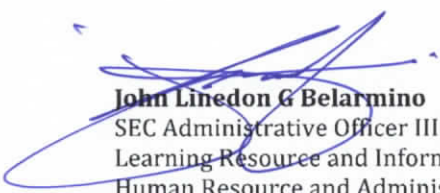
12.5. Sustainability Efforts


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:



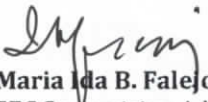
Opt for paperless documents and other paperless alternatives; and
Avoid disposable kitchen items. All attendees are required to bring their own
tumblers. The HRAD-LRID commits to minimize the use of disposable and
plastic in the meals that are being prepared and are for distribution.

Prepared By:

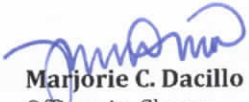

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HUMAN RESOURCE AND ADMINISTRATIVE DEPARTMENT

Terms of Reference Engagement of a Learning Service Provider for the Conduct of SEC Onboarding Program 2.0 Module 4: Completed Staff Work

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	SEC Onboarding Program 2.0 Module 4: Completed Staff Work
Learning Delivery Method	Traditional Learning
Date	27-28 April 2023, 8:00 AM - 5:00 PM (Batch 1) 16-17 November 2023, 8:00 AM - 5:00 PM (Batch 2)
Venue	11th Floor, The SEC Headquarters/ SEC Corporate Learning Portal

2. Program Description

The onboarding process involves welcoming of new employees and is, therefore, a collaborative effort that includes the HRAD, the department/office of assignment and other units throughout the agency. The onboarding program is the start of onboarding new hires to their specific role and department, which is a more detailed and longer process. To help the department/office of assignment in the assimilation of their new hires in the agency and their respective departments, the HRAD, through the LRID, re-designed the SEC Onboarding Program.

The Onboarding Program is a structured learning intervention that occupies an interstitial place in the entry process of new hires. The newly re-designed program is composed of four (4) consecutive trainings that is meant to present a holistic approach in the onboarding process of the new hires. The strategic intent of this program is three-fold:

- It aims to equip new hires with basic functionality as civil servants;
- It intends to imbue new hires with the ethos of "employeeeship"; and
- It seeks to introduce the mandates of the SEC and its importance as new SEC employees.

The fourth module (Module 4) presents the "Completed Staff Work" (CSW). This training is meant to make the new entrants better at crafting official correspondences in keeping with their gatekeeping and problem-solving roles, thus facilitating prudent and decisive decision-making by their principals.

3. Duration

1
2



The SEC Onboarding Program 2.0 Module 4: Completed Staff Work will be conducted in two (2) whole day schedules and in two (2) batches on the following schedule:

- | | | |
|------------|---------------------|-----------------|
| a. Batch 1 | 27-28 April 2023 | 60 participants |
| b. Batch 2 | 16-17 November 2023 | 60 participants |

The Learning Service Provider (LSP) shall be engaged for a period of **thirty-two (32) training hours or sixteen (16) 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 sixteen (16) 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 **thirty-two (32) training hours** period is **THREE HUNDRED TWENTY THOUSAND PESOS (PhP 320,000.00)** for a total of **120 participants or 60 participants per module per batch**. 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.

6. Profile of Participants

The SEC Onboarding Program is divided into two (2) batches for the following new entrants:

Batch Number	Hiring Period
1	November 2021 to January 2023
2	February 2023 to September 2023

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

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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 LSP is expected to perform the following:

8.1. Design a competency-based 32-hour training for 120 participants based on the general parameters set by the HRAD-LRID:

8.1.1. Technical Aspect

- Must be competency-based, and enable the participants to:
 - Identify what is important in the culture of the SEC using the doctrine of CSW to the new hires;
 - Assess themselves against the CSW framework and learn the baseline skills and the steps to close the gaps
 - Explain how CSW benefits the organization, managers and non-managers;
 - Discuss the necessary motivations, traits and habits of an effective CSW practitioner;
 - Apply step-to-step process to solve problems to make sound recommendations; and
 - Partner with their bosses and other stakeholders in practicing CSW.
- 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; 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:
 - 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
 - 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;

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Batch	Date/Day	Time	Modality/Venue
1	27 April 2023	8:00 AM - 5:00 PM	Traditional
	28 April 2023	8:00 AM - 5:00 PM	Traditional
2	16 November 2023	8:00 AM - 5:00 PM	Traditional
	17 November 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 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
- Proposed Learning Action Plan aims to develop strategies, projects, activities, etc., to maximize participants' learning through learning by doing.

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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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
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: Graduate degree - 30 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 40 points while an LSP/RP with a graduate degree and a certified member of associations will receive a total of 30 points	40
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: With relevant work experience and all portions of the training design are clear, well-structured and responsive to the TOR - 21 to 30 points 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	30

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<p>Integrity</p> <p>(Track record compared with competitors)</p>	<p>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)</p> <p>With proven credibility, character, ethical behavior or intellectual integrity in respect to the area of specialization - 11 to 20 points</p> <p>With little to no proven credibility, character, ethical behavior or intellectual integrity in respect to the area of specialization - 1 to 10 points</p>	<p>20</p>
<p>Suitability</p> <p>(Feedback from previous clients who availed of the LSP's or consultant's services for the same type of training)</p>	<p>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)</p> <p>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</p> <p>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</p>	<p>10</p>
Total		100

11. Responsibilities of the Parties

- 11.1.** The 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;



- 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
- 11.1.8. 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 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 LSP 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 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 LSP's personnel if the performance and/or knowledge level is found below the expectation for the required services.

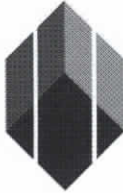
12.5. Sustainability Efforts

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:

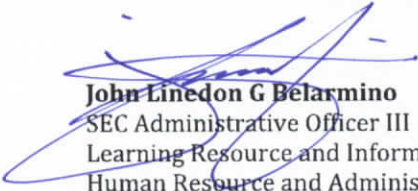
- Opt for paperless documents and other paperless alternatives
- Avoid disposable kitchen items. All attendees are required to bring their own tumblers. The HRAD-LRID commits to minimize the use of disposable and plastic in the meals that are being prepared and are for distribution.

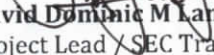
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