

BIDS AND AWARDS COMMITTEE

REQUEST FOR QUOTATION

AMP No. 2023-39

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 Strategic Communications Workshop with Catering Services See Annex A-for Terms of Reference	15-19 May 2023 8:00 AM - 5:00 PM	Php 655,000.00

Venue: 11th Flr. The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Bel-Air, Makati City.

Interested consultants/bidders 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 **12:00 N.N. of May 5, 2023** 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 (<u>mvabuyog@sec.gov.ph</u>).

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. 2023-39

Date: _____

c/o PRO 7 th Floor The SEC	CUREMENT , The Headquarte	RDS COMMITTEE DIVISION ers,7907 Makati Avenue air, Makati City		
Sir/Mad	am:			
		ly read and accepted the terms and conditions or the lot identified below:	s in the Request for Qu	otation, hereunder is
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 Strategic Communications Workshop with Catering Services • Professional Fee/Honorarium/Tokens • Catering Services Please see Terms of Reference	P	P
			Total	P
AMOUN	T IN WORD	S:		
				(VAT inclusive)
The abov	ve-quoted p	rice is inclusive of all costs and applicable tax	es.	
Very tru	ly yours,			
AUTHO	RIZED REPI	RESENTATIVE:		
Signatur	e:			
Printed N	Name:			
Company	y Name:			
Contact I	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 enduser 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;

Series of __

- 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	y hand this day of, 20 at, Philippines.
	Bidder's Representative/Authorized Signatory
Affiant/s is/are personally known to me and was defined in the $2004\ Rules$ on Notarial Practic	is day of [month] [year] at [place of execution], Philippines. as/were identified by me through competent evidence of identity ce (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert with his/her photograph and signature appearing thereon, with cate No issued on at
Witness my hand and seal this day of [mont	h] [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.	

AUTHORITY OF SIGNATORY (For Corporation)

-	n accordance with law do h	rinpino, with business addre	ss at	, after
existing under and by That at the special me	virtue of applicable Philip eeting of the Board of Direc eting) at which a quorum	y of (Name of Corporation), a pine laws: tors of the said corporation, d was presented and voting th	uly called and held at the	principal
identification cards v	vith signatures as attachm	en signature/initials and copy nent, is/are authorized to sig purpose of complying with the	n in behalf of the Corpo	
NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIALS	
IN WITNESS WHERE] OF, I have hereunto affix m	y signature this day of	at	1
			D NAME/SIGNATURE ORATE SECRETARY	
Secretary) who has sa	ntisfactorily proven to me hone personally	City of this day of his/her identity through his/h signed before me the foregoi	er (Identification Card pr	esented),
			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 WHE	EREOF, I have hereunto affi	x my signature this day o	fat
		PRINTED NAMI	E/SIGNATURE
of Corporate Sec (Identification Car	retary) who has satisfact	the City of this corily proven to me his/her is the same person who perso/she executed the same.	identity through his/her
		NOTA	ARY 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

Terms of Reference

Engagement of a Learning Service Provider for the Strategic Communications Workshop with Catering Services

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 Strategic Communications Workshop

Learning Delivery Method Traditional Learning (Face-to-Face)

Date 15-19 May 2023, 8:00AM-5:00PM

Venue 11F. The SEC Headquarters, Makati City

2. Program Description

With the increasing number of corporations and other forms of associations being supervised and monitored and the dynamic nature of capital markets that lead to defrauding the investing public, the communication strategies of the Securities and Exchange Commission (SEC), as the prudent registrar and supervisory authority over the corporate sector and capital markets must be continuously enhanced.

Moreover, the SEC encourages more public involvement to act as catalysts to become capital market professionals and investor champions and share the Commission's responsibilities with the general public. These goals can advance good corporate governance and investor protection, strengthen stakeholder engagement, and educate the investing public about their rights and responsibilities.

In light of this, the major goals of strategic communication are to build relationships, handle transitions, and realize Commission's goals. In order to form relationships with the target audiences, the Commission has to effectively convey its goals and intentions to them. Last but not least, Strategic Communication needs to be able to change people's actions so that the Commission may reach its strategic goals.

Thus, providing the SEC Corps of Information Officers and other public communication agents with current and creative strategic communication planning training by conducting a Strategic Communication Workshop is imperative.

This 5-day activity aims to harmonize and align the Commission's strategies and goals by developing and implementing communication plans based on the current situational needs and gaps of the target stakeholders by systematically conceptualizing the appropriate communication messages, materials, channels, activities, and feedback or evaluation mechanisms.

3. Duration

The SEC Strategic Communications Workshop will be conducted in five (5) consecutive days, scheduled on 15 May 2023 - 19 May 2023. The LSP shall be engaged for a period of forty (40) training hours and shall likewise be available for attendance to meetings before and after the conduct of the training. Below is the summary of duration:

Total Number of Days5 daysTotal Number of Training Hours per Day8 hoursTotal Accumulated Training Hours40 hoursTotal Number of Batches1 batch

4. Modality

The entire learning program shall be delivered in a traditional learning format with forty (40) hours synchronous sessions.

5. Approved Budget for the Contract

The maximum possible contract price for the services for the **forty (40) training hours** period is **SIX HUNDRED FIFTY-FIVE THOUSAND PESOS (PhP 655,000.00)** for **40 participants**.

The budget is broken down into the following items:

Professional Fee/Honorarium/Tokens 400,000.00

Catering Services 255,000.00* (refer to 8.3.2 for more details)

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 target participants for the Strategic Communication Workshop are SEC employees holding positions and designated Information Officers in the SEC Departments and Extension Offices. Some are part of the SEC CAN (Communication, Advocacy, and Network), one of the Strategic Initiatives of the Commission under SuperVision 2025.

The identification of the participants for this training abides by the Equal Opportunity Principle, per SEC Office Order No. 760, series of 2019, which states that the SEC is committed to supporting 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.

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 40-hour training for 40 participants based on the general parameters set by the Learning Resource and Information Division:

8.1.1. Technical Aspect

- 8.1.1.1. Must be competency-based
- **8.1.1.2.** Must be able to help the participants and the agency craft its own Strategic Communications Plan;
- **8.1.1.3.** Must be able to effectively capacitate the participants in the execution of the Strategic Communications Plan;
- **8.1.1.4.** Must be able to provide the participants with the necessary aptitude to translate communications strategies into actual, actionable, and strategic communications narrative;
- **8.1.1.5.** Must enable the participants to know how their roles complement with the leader in achieving company goals; and
- **8.1.1.6.** Must enable the participants to apply the good practices that can make greater contribution to the team as a corporate citizen

8.1.2. Administrative Aspect

- 8.1.2.1. 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 (LETMS) (see attached file);
- 8.1.2.2. Must provide a copy of handouts and all other learning materials; and
- **8.1.2.3.** Must conform to the sustainability efforts of the agency by:

- 8.1.2.3.1. 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.
- 8.1.2.3.2. Learning materials shall submitted to the LRID for uploading in the SEC Learning Portal, a learning management system (LMS) of the SEC.
- 8.1.2.3.3. Avoiding kitchen disposable items by bringing tumblers during the traditional/in-person conduct of learning programs.

8.1.3. Catering Services

- 8.1.3.1. **Participants.** Overall, there will be **SIXTY (60) PARTICIPANTS** throughout the duration of the training. This includes the 40 participants, Learning and Development Team of the SEC and prospective LSP.
- 8.1.3.2. **Cost.** The maximum price for the catering services for **five (5) days** is **TWO HUNDRED FIFTY-FIVE THOUSAND PESOS ONLY (Php 255,000.00)**. This amount shall be inclusive of 12% Value Added Tax (VAT) and other taxes imposed by the government.
- 8.1.3.3. The catering services will be utilized in the dates specified under 8.2 of this document, at the 11F, The SEC Headquarters, Makati City.

8.1.3.4. Food and Meals

8.1.3.4.1. The venue must have catering services available and must fulfill the following requirements:

Date	Meals	No. of Persons
Day 1	AM and PM Snacks with one (1) round of soft drinks or iced tea; Buffet Lunch;	60
Day 2	AM and PM Snacks with one (1) round of soft drinks or iced tea; Buffet Lunch;	60
Day 3	AM and PM Snacks with one (1) round of soft drinks or iced tea; Buffet Lunch;	60
Day 4	AM and PM Snacks with one (1) round of soft drinks or iced tea; Buffet Lunch;	60
Day 5	AM and PM Snacks with one (1) round of soft drinks or iced tea; Buffet Lunch;	60

- 8.1.3.4.2. Buffet for breakfast and lunch with sofdrinks or iced tea (include special menus for Muslim participants Halal, if necessary)
 - 8.1.3.4.2.1. For lunch: Steamed Rice with at least 3 viands in combination of vegetables, fish and alternate of beef and chicken, assorted fruits for dessert and softdrinks/juices/iced tea for drinks
- 8.1.3.4.3. Plated AM and PM snacks with one (1) round of soft drinks or iced tea (include special menus for Muslim participants Halal, if necessary)
 - 8.1.3.4.3.1. For AM and PM snacks: Sandwich/Pasta/Kakanin with drinks/juice/tea
- 8.1.3.4.4. Complimentary hard candies
- 8.1.3.4.5. Drinking water shall be provided
- 8.1.3.4.6. Food served shall be fresh, hot, and ready at least 30 minutes before each meal

8.1.3.5. Other requirements

- 8.1.3.5.1. **Maintenance.** The catering services must be properly cleaned and maintained.
- 8.1.3.5.2. **Client Satisfactory Rating.** The catering services must have a positive client satisfactory rating.
- 8.1.3.5.3. Other arrangements may be mutually agreed by the end-user and the supplier and/or service provider

8.1.4. Content

The Learning Resource and Information Division (LRID) proposes to the prospective Learning Service Provider (LSP) to align with the learning design or outline, which is divided into three (3) phases and designed to be conducted in a traditional or face-to-face setup covering the following topics:

Phase 1. Effective Strategic Communication Planning (1-2 days)

- a. Communication audit or analysis to identify gaps and issues in developing a Strategic Communication Plan
- b. Concepts, techniques, and approaches in developing a Strategic Communication Plan
- c. Systematic process of the development of Strategic Communication Plan
 - i. Determining goals and objectives
 - ii. Identifying the target audience
 - iii. Creating key messages
 - iv. Determining specific programs, activities, or projects
 - v. Determining appropriate communication materials
 - vi. Allocating appropriate resources (people, tasks, funds)
 - vii. Plotting timelines from pre, during, and post-implementation of communication plans
 - viii. Identifying measures of monitoring and evaluation (e.g. media analysis, social media analysis/metrics)
 - ix. Sharing the best practices of other government agencies
 - Proper documentation of best practices for knowledge retention and sharing

Phase 2: Effective Execution of Strategic Communication Plan (2 days)

- ${\tt d}$. Implementation of the strategic communication plan
 - Forming basic skills in photography, graphic design, video production, and creation of social media content
 - ii. Content writing for print, broadcast, and online (social media & website) to include
 - Script writing, and press release writing, developing of storyboard, prototypes, or conducting simulations
 - iii. Pre-testing or pilot-testing of communication material, program, activity, or project, if needed
 - iv. Management of communication activities
 - v. Understanding media climate and building networks with various media outfits (media corps), including local and international journalists and social media influencers
- e. Social Media Management
 - i. Social Media Playbook
 - ii. Social Content Planning
 - iii. Livestreaming
 - iv. Digital Campaigns
 - v. Tools to increase engagement and reach
- f. Crisis Communication Management
 - i. Identifying the SEC Spokesperson
 - ii. Pre-drafting of an official statement or press release
 - iii. Determining appropriate media channels to disseminate information
 - iv. Dealing with immediate response crisis
 - $v. \qquad \hbox{Management of the reputation and credibility of the SEC}$
 - vi. Conducting post-crisis activity or evaluation
- g. Hands-on experience or study tour in communication or media production firm from pre-production (plan, coordination), production (capturing all necessary elements, design, layout), and post-production (editing until the final creation of the communication material).

Phase 3: Development of the Strategic Communication Plan (1 day)

By the end of Phases 1 & 2, the participants have been able to develop a strategic communication plan. Likewise, the LRID expects that after the conduct of the 5-day workshop, the LSP shall continuously review and revise the SEC Communication Plan until submission to the Commission en Banc. Also, it is expected that the LSP shall provide recommendations to create an implementable SEC Strategic Communication Plan.

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.

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

Date/Day	Time	Modality/Venue
15 May 2023	8:00 AM - 5:00 PM	Traditional
16 May 2023	8:00 AM - 5:00 PM	Traditional
17 May 2023	8:00 AM - 5:00 PM	Traditional
18 May 2023	8:00 AM - 5:00 PM	Traditional
19 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:
 - 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.

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 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:	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: • With relevant work experience and all portions of the training design are clear, well-structured and responsive to the TOR - 21 to 25 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	25

	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) • 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) • 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

Responsibilities of the Parties

11.

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 the "fika-han" 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.
 - 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 venue and catering services for the conduct of the activity in accordance with the terms stated in **8.1.3 (Venue and Catering Services)**; 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.