



## Bids and Awards Committee

### REQUEST FOR QUOTATION (RFQ) No. 2022-SVP-19

The Securities and Exchange Commission (SEC), through its Bids and Awards Committee (BAC), will undertake an **Alternative Method of Procurement through Negotiated Procurement** for the item stated below, in accordance with **Section 53.9 Small Value Procurement** of the Revised Implementing Rules and Regulations of Republic Act. No. 9184.

The SEC hereinafter referred to as "the Purchaser", now requests submission of a price quotation for the subject below:

APP 2021	PR No.	Description	Approved Budget for the Contract (ABC) inclusive of VAT
Item no. II.D.2	2022-01-018	Engagement of a Learning Service Provider for the Conduct of Thinking for Writing Skills Training (Levels 1 and 2)  <i>(Refer to Attachments 2 for the Minimum Technical Specifications)</i>	Php320,000.00

Interested suppliers are required to submit the following documents:

1. Valid Mayor's/Business Permit
2. PhilGEPS Registration Number
3. Omnibus Sworn Statement (See Attachment 3)  
Unauthorized omnibus sworn statement is acceptable subject to compliance therewith after the award of contract in accordance with GPBB Resolution No.09-2020
4. Training Proposal

SEC Condition of Sales:

1. Delivery Schedule: Within thirty (30) calendar days upon receipt of approved PO/NTP
2. Validity: Sixty (60) calendar days from submission of bids
3. Delivery Site: General Services Division, 3<sup>rd</sup> Floor, Secretariat Building, PICC Complex, Pasay City

Award of contract shall be made to the bidder with the Highest Rated and Responsive Bid for the subject goods which complies with the minimum technical specifications and other terms and conditions stated herein.

Any alterations, erasures, or overwriting shall be valid only if they are signed or initialed by the bidder or his/her duly authorized representative.

Submission of duly signed Price Quotation Form (Attachment 1) and eligibility documents is not later than **10:00 A.M. of March 4, 2022 (Friday)** at the Procurement Division, 3<sup>rd</sup> Floor, Secretariat Building, PICC Complex, Pasay City. Open submission may be done, manually, through Facsimile No. 8818-5330, or via email (bacsecretariat@sec.gov.ph).

The penalty for late deliveries is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), the Procuring Entity may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

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.  
BAC Chairman

**Attachment 1****PRICE QUOTATION****FORM RFQ No. 2022-SVP-18**

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

The Bids and Awards Committee  
c/o Procurement Division  
3<sup>rd</sup> Floor, Secretariat Building,  
PICC Complex, Pasay 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 items identified below:

Item no.	Article and Descriptions	Qty.	Unit price	Total Price (VAT Inclusive)
1	Engagement of a Learning Service Provider for the Conduct of Thinking for Writing Skills Training (Levels 1 and 2)  <i>(Refer to Attachments 2 for the Minimum Technical Specifications)</i>	1.00	Php _____	Php _____
<b>TOTAL</b>				Php _____

**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 : \_\_\_\_\_  
Date : \_\_\_\_\_  
Company Name : \_\_\_\_\_  
Contact no. : \_\_\_\_\_

## Terms of Reference

**Engagement of a Learning Service Provider for the Conduct of  
Thinking for Writing Skills Training (Levels 1 and 2)**

**1. General Details**

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

Title of Learning Program	<b>Thinking for Writing Skills Training (Levels 1 and 2)</b>
Learning Delivery Method	Virtual Learning
Date	02-03 June 2022, 8:00 AM - 5:00 PM (Level 1) 14-15 July 2022, 8:00 AM - 5:00 PM (Level 2)
Venue	Zoom Video Communications / SEC Learning Portal

The learning program also has the following ancillary details:

Participation Requirement	Optional (Non-Mandatory)	
Type of Training	Technical	
Prescribed L&D Code	TFWT Level 1	LD6-FNDL-603-TFWT-01
	TFWT Level 2	LD6-TECH-604-TFWT-02

**2. Program Description**

The Thinking for Writing Skills Training addresses the communication competency requirements of the Securities and Exchange Commission (SEC). It intends to focus on critical reading and critical thinking as the foundations of true learning and personal development. The program will highlight the four (4) skills sets:

- *Critical Thinking*, which includes creative thinking, innovation, inquiry, analysis, evaluation and synthesis of information;
- *Communication Skills*, which shall include effective development, interpretation and expression of ideas through written, oral, and visual communication;
- *Teamwork*, which shall include the ability to consider different point of view and to work effectively with others to support a shared purpose or goal; and
- *Personal Responsibility*, which shall include the ability to connect choices, actions, and consequences to ethical decision-making.

The Learning Service Provider (LSP) for Thinking for Writing Skills Training aims to ensure that at the end of the training, the participants can:

1. Apply critical thinking to business communication strategies and principles to prepare effective communication;
2. Effectively develop, interpret, and express ideas through written communication; and
3. Utilize analytical and problem-solving skills appropriate to business communication.



### 3. Duration

The duration of the learning program shall be for:

Total Number of Days	2 days per level
Total Number of Training Hours per Day	8 hours (8AM-5PM)
Total Accumulated Training Hours	16 hours per level
Total Number of Batches	1 batch per level

The Learning Service Provider (LSP) shall be engaged for a period of **Thirty-two (32) Training Hours or 16 Training Hours per level**. The above-stated duration of the learning program is exclusive of the time for the pre- and post-training events which include but are not limited to preparatory/coordination meetings, walkthroughs, etc.

### 4. Modality

The entire learning program shall be conducted using a Virtual Learning modality with sixteen (16) hours synchronous sessions and eight (8) hours asynchronous sessions.

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

### 5. Approved Budget for the Contract

The maximum possible contract price for the services for the **Thirty-two (32) Training Hours** period is **THREE HUNDRED TWENTY THOUSAND PESOS (P320,000.00) for a total of 100 participants or fifty (50) participants each level**. 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. End-user

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

### 7. Scope of Work

The Learning Service Provider is expected to perform the following:

7.1. Design a competency-based 16-hour training for 50 participants per level based on the general parameters set by the Learning Resource and Information Division:

#### ■ Technical Aspect

- Must be competency-based
- 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
- For Level 1, must enable participants to:
  - Appreciate critical thinking as a necessary component when writing

- Understand the importance of critical thinking and active listening in business writing
- Apply critical thinking to business communication strategies and principles to effectively interpret and express ideas through written communication
- Utilize analytical and problem-solving skills appropriate to business communication
- Employ appropriate writing conventions in letters, memoranda, reports, and other official documents
- For Level 2, must enable participants to
  - Recognize the importance of creative thinking in written and oral business communication skills
  - Sharpen their communication skills and practice fast thinking and engagement
  - Think creatively and spontaneously on their feet
  - Demonstrate confidence in their ability to express their ideas clearly, creatively, and persuasively
- Administrative Aspect
  - Must be able to profile the participants according to trainability and performance using appropriate metrics
  - Must provide a copy of handouts and all other learning materials
  - Must be available to attend meetings and walk-throughs as required by the end-user

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

Level	Date/Day	Time	Modality/Venue
1	02 June 2022	8:00AM - 5:00PM	Digital
	03 June 2022	8:00AM - 5:00PM	Digital
2	14 July 2022	8:00AM - 5:00PM	Digital
	15 July 2022	8:00AM - 5:00PM	Digital

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.

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

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

7.4. Submit a 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
- Individual analysis of participant's learning absorption based from the pre- and post-course requirements
- 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. Minimum Qualifications**

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

#### **9. Evaluation Criteria**

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

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

I hereby certify to comply with the above Technical Specifications

#### **AUTHORIZED REPRESENTATIVE:**

Signature : \_\_\_\_\_  
 Printed Name : \_\_\_\_\_  
 Date : \_\_\_\_\_  
 Company Name : \_\_\_\_\_  
 Contact no. : \_\_\_\_\_

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## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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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.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*