Securities and Exchange Commission PHILIPPINES

BAGONG PILIPINAS

BIDS AND AWARDS COMMITTEE FOR THE CONSULTING SERVICES

BID BULLETIN NO. 1

This Bid Bulletin is issued to amend/clarify items in the Bidding Documents for the **PROCUREMENT OF SERVICES OF AN ACTUARIAL OR MANAGEMENT CONSULTING FIRM FOR THE PROPOSED ORGANIZATIONAL AND FUNCTIONAL RESTRUCTURING AND RIGHTSIZING OF THE SECURITIES AND EXCHANGE COMMISSION,** under **Competitive Bidding No. 2026-06.**

I. AMENDMENTS

REFERENCE	SPECIFICATIONS	AMENDMENTS
Section I. Request for Expression of Interest Item 3 *Page 11*	3) Xxx xxx xxx. Short-listing documents of interested consultants must be duly received by the Bids and Awards Committee (BAC) Secretariat on or before 17 April 2026, 10:00 AM (Friday). Xxx xxx xxx.	3) Xxx xxx xxx. Short-listing documents of interested consultants must be duly received by the Bids and Awards Committee (BAC) Secretariat on or before **24 April 2026, 11:00 AM (Friday).** Xxx xxx xxx.
Section I. Request for Expression of Interest Item 7 *Page 12*	7) Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.	7) **Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the IRR.**
Section III. Short-listing Data Sheet Clause 2.1 (b) (vii) *Page 20*	The acceptable proof of satisfactory completion of completed contracts is a Certificate of Completion or Acceptance or valid proof of final payment issued by the client in case of completed contracts. Notice of Award or Notice to Proceed or signed Contracts issued by the client for on-going contracts and for contracts awarded but not yet started. Only contracts that are supported with proofs shall be considered for evaluation.	The acceptable proof of satisfactory completion of completed contracts is a Certificate of Completion or Acceptance or valid proof of final payment issued by the client in case of completed contracts. Notice of Award or Notice to Proceed or signed Contracts issued by the client for on-going contracts and for contracts awarded but not yet started**, for government contracts. For private contracts with Non-Disclosure Agreement, the inclusion in the statement/list suffices provided that these contacts for these clients will be provided during the technical evaluation or post-qualification evaluation.** ~~*Only contracts that are supported with proofs shall be considered for*~~

		~~evaluation.~~
Section III. Short-listing Data Sheet Clause 5 *Page 21*	Xxx xxx xxx The deadline for submission of short-listing documents is on 17 April 2026, 10:00 AM.	Xxx xxx xxx The deadline for submission of short-listing documents is on **24 April 2026**, **11:00 AM**.
Section III. Short-listing Data Sheet Clause 8.1 *Page 21*	Xxx xxx xxx The date and time of opening of short-listing documents is 17 April 2026, 10:15 AM.	Xxx xxx xxx The date and time of opening of short-listing documents is **24 April 2026**, **11:15 AM.**
Terms of Reference		***Revised Terms of Reference is in Annex A***

II. CLARIFICATIONS[1]

CLARIFICATION	RESPONSE
1. Is the Project posted on PhilGEPS?	Yes, the Project has been posted in the modernized PhilGEPS with notice reference number 20329.
2. On the educational background of consultants, how would the unfinished master's degree be rated?	The consultant will get a point or score equivalent to that of a bachelor's degree.
3. Are certificates of training required to be attached to the curriculum vitae?	Yes, certifications should be attached. Otherwise, the indicated training/s attended will not be considered in the rating/scoring. SEC shall accept submission of list/s of trainings attended as certified by the firm in lieu of actual copies of certificates.
4. Are there certifications or accreditations required, such as Certified OD Practitioner, Certified HR Associate, Certified Change Management Professional, and the likes?	These are not included in the criteria indicated in the terms of reference or bidding documents, but submission of these certifications or accreditations will be taken into consideration in the rating.
5. For joint ventures, will there be restrictions as to the number of partners? How about the documentary requirements?	At least two (2) partners should make up a joint venture. As for the documentary requirements, all partners must submit their PhilGEPS Certificate of Registration (Platinum Membership). For other documentary requirements, ideally all partners will submit the eligibility documents, however submission of any/either of the partners shall constitute compliance.
6. Would the SEC allow "masking" (or censoring) of client names, especially for clients with non-disclosure agreement?	SEC will be accepting statements with censored names, however, these names or contact information from the listed companies or organizations should be disclosed during the post-qualification evaluation.
7. Is there a chance to negotiate the terms of reference?	Yes, negotiations are part of the procurement process for consulting services.
8. Are curriculum vitae required to be notarized?	For the part 1, notarized curriculum vitae is not required.

[1] Raised during the clarificatory meeting on 13 April 2026

9. Can the terms of payment be negotiated?	All the terms are open for negotiations, except the price proposal.
10. On the minimum qualifications for the firm, item number 3 which states that the firm must "*have readily available market data, both domestic and international, related to the functions of the SEC*" is not included in the criteria or checklist of requirements. How will this be rated?	For the short-listing or part 1, this is not yet a requirement. However, for part 2, this will be part of the methodology and work program and will be checked and considered.
11. Is the notarized Secretary's Certificate or Authority of the Signatory required?	Yes, this is required as part of the Statement of the Consultant's Nationality.
12. Does the SEC accept electronically or digitally signed documents?	Yes, the SEC has guidelines on the use of electronically or digitally signed documents.
13. On the provided form/template of the statement of ongoing and completed contracts, the term "proof of final payment" is not explicitly indicated.	"With proof of final" may be indicated under the last column.
14. Confirming that it is indicated in the bidding documents that bidders may attach either certificates of completion or proof of final payment.	Yes, bidders have the option to submit certificates <u>OR</u> proofs of final payment.
15. Confirming that given the presented timeline by the BAC Secretariat, the start or kick off of the project would be in July?	Yes, July is the tentative schedule for the issuance of Notice to Proceed.

Provisions in the bidding documents that are in conflict with this Bulletin are deemed revised/amended. For guidance and information of all concerned.

17 April 2026

For the Bids and Awards Committee:

[redacted]

OLIVER O. LEONARDO
Chairman [redacted]

Annex A

TERMS OF REFERENCE

I. PROJECT TITLE

Procurement of an Actuarial/Management Consultancy Firm (Firm) for the Proposed Organizational and Functional Restructuring and Rightsizing of the Securities and Exchange Commission (SEC).

II. BACKGROUND AND OBJECTIVE/S

The SEC is the national government regulatory agency mandated to register and oversee corporations, and to develop and regulate the capital market in furtherance of good corporate governance, investor protection, widest participation of ownership, and democratization of wealth.

In fulfilling this mandate, the SEC must continually and progressively perform its critical role as the prudent registrar and supervisor of the corporate sector and the independent guardian of the capital market. This responsibility has become increasingly complex due to the growing number of corporations and other forms of associations under its supervision; the expanding scope of inter-regional and international cross-border trading and capital flows; the integration of domestic markets with global financial systems; the evolving nature of transactions in which corporate vehicles are sometimes used to defraud the investing public; and the dynamic and rapidly changing character of the capital market.

The project aims to synthesize the SEC's existing strategies, reform blueprints, and roadmap into a single, coherent transformation narrative with an objective to ensure the resulting organizational development plan is not just a structural change but a reflective roadmap that the workforce recognizes as their own. To further improve the efficiency and effectiveness of the SEC's operations and to enhance the delivery of services to its stakeholders, it is necessary to review and evaluate the SEC's organizational and functional structures, staffing levels, and related arrangements, among others. For this purpose, the services of a Firm shall be engaged to conduct a comprehensive review of the SEC's organizational and functional structures and staffing profile, and to recommend an appropriate organizational design and staffing mix that will enable the SEC to effectively meet the demands of the evolving regulatory environment.

III. LEGAL BASIS

Section 7 of Republic Act No. 8799, or the Securities Regulation Code.

IV. DURATION

Within twelve (12) months from the issuance of the Notice to Proceed.

V. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC is Forty-Three Million Pesos (PHP 43,000,000.00), inclusive of all applicable taxes and charges.

VI. SCOPE OF WORK, TIMELINES, AND DELIVERABLES

The Firm shall undertake the following activities and deliver the corresponding outputs within the maximum timeframe. The approach to carrying out these activities may be refined or adjusted in accordance with the agreed methodology, but shall, at a minimum, substantially include the activities and output set out below. All deliverables shall be submitted in both hard copy and soft copy in editable format:

<table>
<tr><th>DELIVERABLE</th><th>REQUIRED OUTPUTS</th><th>TIMEFRAME</th></tr>
<tr><td colspan="3">Deliverable I. Organizational Assessment</td></tr>
<tr><td>1. Organizational Assessment
a. Current State Assessment
b. Workforce Analysis and Planning</td><td>1. Organizational Assessment Report – A comprehensive report presenting the review and analysis of the SEC's key strategic arrangements, reform blueprints, and institutional roadmaps. The report shall include an examination of the SEC's organizational size and structure, as well as benchmarking of its organizational structure and regulatory functions against comparable international counterparts and recognized best practices.

The report shall also include an analysis of the SEC's external and operating environment, including regulatory, institutional, and market developments that influence the Commission's mandate and organizational requirements.

2. Synthesis Report – A strategic report integrating the findings of the Organizational assessment, bridging the SEC's current state with a proposed visionary future state.

This report shall integrate insights derived from the review of the SEC's existing strategic plans and reform initiatives, as well as from interviews and consultations with SEC executives and employees, and shall present a coherent narrative explaining how the proposed reorganization aligns with the Commission's institutional history, strategic priorities, and evolving regulatory environment.</td><td>3 months</td></tr>
</table>

	3. **Alignment Map** – A visual and analytical representation demonstrating how the proposed organizational structure aligns with and supports the SEC's strategic priorities and reform roadmaps and operational requirements. The Alignment Map shall illustrate how the recommended organizational structure supports existing strategies and resolves identified functional overlaps, fragmentation, and inefficiencies in current ways of working, while strengthening coordination and accountability across organizational units. 4. **Current State Assessment Report** – A detailed assessment of the SEC's existing organizational structure and operational landscape. The report shall include: ● Review of the SEC's current state assessment and existing organizational documentation ● Maturity analysis of key organizational functions, governance arrangements, and institutional capabilities ● Review of the SEC's organizational size and structure ● Assessment of the SEC's systems and controls, including scorecards, service charters, manuals, policies, best practices, and other relevant operational documents The report shall identify strengths, institutional gaps, operational constraints, and areas for improvement, which will inform the proposed organizational redesign. 5. **Workforce Analysis and Planning Report** – A comprehensive analysis	

	of the SEC's workforce profile and future staffing requirements. The report shall include: ● **Supply analysis**, examining the SEC's current staffing complement and workforce composition ● **Demand analysis**, identifying future workforce needs based on organizational mandates, projected workload, and evolving regulatory requirements ● **Gap analysis**, comparing the results of the supply and demand analyses to determine workforce gaps and surpluses over the next five (5) years The report shall provide recommendations to support the development of an appropriate staffing pattern and workforce plan aligned with the proposed organizational structure.	
Deliverable II. Crafting of Design Framework, Organizational and Staffing Design		
2. Formulation of the Design Framework	**Design Framework or Principles** - This framework will establish the guiding principles, strategic alignment with the organization's mandate and goals, and key design criteria to ensure that the proposed organizational structure addresses identified operational gaps. It will incorporate a new reorganization scorecard with defined KPIs and targets to measure the success of the reorganization. This framework will serve as the foundation for developing the subsequent organizational structure and staffing pattern.	9 months
3. Crafting of the Organizational and Staffing Design	1. **Proposed Organizational Structure and Staffing Pattern,** taking into consideration succession planning to ensure leadership	

	continuity, talent development, and organizational sustainability. 2. **Proposed Functional Descriptions of All Organizational Units,** clearly defining the roles, responsibilities, and core functions of each unit within the proposed structure. 3. **Proposed Job Descriptions for All Retained and/or New Position Titles,** outlining key duties and responsibilities, reporting relationships, and required competencies. 4. **Job Levelling**, establishing the relative value and hierarchy of positions within the proposed organizational structure to ensure alignment of roles based on duties, responsibilities, required competencies and level of accountability. 5. **Comparative Analysis of the Existing and Proposed Organizational Structures,** highlighting key changes, improvements, and the rationale for the proposed reorganization.	
Deliverable III. Knowledge Transfer		
1. Capacity Building and Knowledge Transfer Activities	The Firm shall ensure the effective transfer of knowledge, methodologies, tools, and frameworks developed throughout the engagement to relevant SEC personnel to support sustainability and institutionalization of the proposed organizational reforms. This shall include, but not be limited to: ● **Conduct of Training, Coaching, and Mentoring Sessions (Minimum of 24 Hours)** The Firm shall deliver a minimum of twenty-four (24) hours of knowledge transfer activities combining:	Within the duration of the project

	○ Classroom Training Sessions – Structured and facilitated learning sessions covering key components of the project such as organizational assessment, workforce planning, organizational design, job evaluation and leveling, and change management; and ○ Coaching and Mentoring Sessions – Guided, hands-on sessions with designated SEC personnel to reinforce learning and support the practical application of tools, methodologies, and frameworks; ○ Other knowledge transfer activities as may be agreed upon by the Firm and SEC. All knowledge transfer activities shall be designed to build internal capability and ensure that concerned SEC personnel are adequately equipped to sustain, implement, and further develop the proposed reforms beyond the duration of the engagement.	

VII. PROGRESS AND SUBMISSION OF DELIVERABLES

The Firm shall work in close coordination with the SEC Human Resources Department and provide regular updates on the status of the deliverables, which may include initial findings and preliminary recommendations.

The above deliverables shall be subject to review by the SEC Human Resources Department, and shall be deemed accepted or finalized only upon the issuance of a Certificate of Acceptance within ten (10) working days upon receipt of deliverables.

Extension in the submission of the deliverables shall be allowed only in exceptional circumstances and subject to the provisions under Section 71.3 of the Implementing Rules and Regulations of Republic Act No. 12009. In any event, the extension shall not exceed ten (10) days from the original date of submission.

VIII. MINIMUM QUALIFICATIONS

A. The Firm must:

1. Be duly registered with SEC/DTI and licensed for at least 10 years to do consulting business in the Philippines, and possess the same years of experience in the business of Human Resources Consulting in the

Philippines, with self-certification as documentary evidence of its years in the industry;

2. Be legally established with at least three (3) years of experience in conducting a combination of (1) Organizational Development, (2) Reorganization/Restructuring Planning, (3) Current State Assessment/Organizational Assessment and (4) Job Analysis/Job Evaluation. The Firm must also have at least two (2) years of experience in any or a combination of the following:

   a. Change Management;
   b. Workforce Analysis and Planning
   c. Plantilla of Positions/Staffing Pattern Development

3. Have readily available market data, both domestic and international, related to the functions of the SEC; and

4. Have vast experience and knowledge in different reorganizations, and capable of executing reorganization methodologies/frameworks.

B. The Key Personnel must meet the following standards:

Key Personnel	Education and Training	Experience	No. (min).
Project Team Leader/Manager The firm shall assign at least one (1) Team Leader	• Should possess educational background either in human resources, psychology, organizational development, behavioral science, management, or other related fields; • Should collectively attend at least eighty (80) hours of relevant and/or related training/s or development	• Should have been in any consulting industry/firm for at least five (5) years; • Should have successfully completed at least three (3) review and design of an organizational structure project with a government institution or private organizations, within the past five (5) years, all of which were duly completed and accepted;	1

	program/s within the last five (5) years.		
The Subject Matter Expert (SME) The firm shall assign at least three (3) Team Members	Should possess educational background either in human resources, psychology, organizational development, behavioral science, management, or other related fields; • Should collectively attend at least forty (40) hours of relevant and/or related training/s or development program/s	• Has been in any consulting industry/firm for at least five (5) years; • Has completed at least one (1) review and design of an organizational structure project with a government institution or private sector in the past five (5) years; • Has undertaken or worked as a team member, particularly on Organizational Design/Development and any two of the following review and design of an organizational structure projects in the past 10 years: 3.1 Organizational Development Study 3.2 Reorganization/Restructure Planning 3.3 Change Management 3.4 Current State Assessment/Organizational Assessment 3.5 Workforce Analysis and Planning	3

		3.6 Job Analysis/Job Evaluation 3.7 Career Level and Job Grade Determination 3.8 Plantilla of Positions/Staffing Pattern Development	

IX . Confidentiality Information

The Firm agrees and acknowledges that the performance of the services covered by this Contract may result in the Firm acquiring/obtaining confidential information, and that any disclosure of such information may subject the SEC to financial, material and operational loss. Therefore, the Firm hereby agrees as follows:

1. The Firm shall protect all confidential information which the SEC provides to it (whether verbal, in writing or in any other form) using the same standards as the Firm applies to its own confidential information, but in no event less than reasonable measures, and subject to the implementation of appropriate technical, physical, and organizational/administrative measures to protect personal data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access.

2. The Firm or any of its employees, agents or representatives, shall not, either during the term of this contract or at any time thereafter, reveal, disclose or furnish, in any manner, to any person, firm or corporation any information relating to the SEC which the firm or other members of the work staff/team, may have acquired or which came to its/their knowledge or possession during the subsistence of this contract.

3. The Firm shall comply with the provisions of the Data Privacy Act, its implementing rules and regulations, and circulars issued by the National Privacy Commission (NPC) pertaining to the processing and retention of personal information subject of this contract as may be applicable. The Firm is strictly prohibited from accessing the records, making photocopies thereof, or transferring/allowing third parties access thereto without the prior written permission or instruction from the SEC.

4. The Firm shall be liable for any disclosure of confidential information by its employees, agents, or representatives and other violations under the Data Privacy Act and its Implementing Rules and Regulations, and other relevant circulars issued by the NPC, without prejudice to other legal remedies available to the SEC.

5. All data and information related to the project furnished by the SEC to the Firm shall be treated with strict confidentiality and shall be returned to the

SEC upon completion of the works without the need for a demand. The same shall not be released to third parties without the written consent of the SEC.

6. The Firm agrees to assume sole responsibility and hereby undertakes to indemnify the SEC, for any damage, which the SEC may sustain by reason of breach of any of the above conditions.

7. Nothing in this contract shall be deemed to limit or restrict the rights of the SEC to assert any claim for violation/infringement of patent, copyright, trade secrets, or other intellectual property rights against the Firm.

X. Representation and Warranties

The Firm represents, warrants, and undertakes to the SEC that:

1. It is a domestic corporation or partnership duly registered and existing under and by virtue of the laws of the Republic of the Philippines, or in the case of a sole proprietorship, one that is duly registered under the DTI Business Name Registration System (BNRS) and holds a Certificate of Business Name Registration (CBNR).

2. It has full legal power, authority and right to carry on its present business. It further warrants that its representative has full legal power to sign, execute, and deliver this project and that it will comply, perform, and observe the terms and conditions hereof.

3. All corporate and other actions necessary to validate or authorize the execution and delivery of this project have been taken.

4. To the knowledge of the Firm, there is no pending or threatened action or proceeding before any court or administrative agency of any jurisdiction which may materially or adversely affect the financial condition or operation of the Firm or the consultant's ability to comply with the terms and conditions of this contract.

XI. CRITERIA AND RATING SYSTEM FOR SHORTLISTING

The criteria and rating system for shortlisting are:

CRITERIA	MAXIMUM POINTS
1. Applicable experience of the Firm	40
2. Qualification of personnel to be assigned to the Project	40
a. Professional Experience b. Education Qualification c. Prior engagements in conducting organizational assessment	
3. Current Workload Relative to Capacity	20
Total	**100**

The Firm must pass the required passing score of **seventy (70) points** in order to be shortlisted based on the following allocation:

No.	Evaluation Criteria	Maximum Score
1	**Applicable Experience of the Firm**	**40**
	With proven track record in conducting organizational assessment with clients from private and government sectors a. More than 5 years (40 points) b. 4 years to 5 years (38 points) c. 3 years (35 points) d. Less than 3 years (0 point)	
2	**Qualifications of Key Personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking**	**40**
	2.1 Team Leader	25
	1.1.1 Professional Experience a. More than 5 years of conducting organizational assessment(8 points) b. 5 years of conducting organizational assessment (6 points) c. Less than 5 years (0 point)	
	1.1.2 Educational Qualification a. Relevant Master's degree graduate (5 points) b. Relevant Bachelor's degree graduate (3 points) c. Without a Bachelor's degree (0 point)	
	1.1.3 Training Attended/Conducted relevant to Organizational Assessment a. More than 80 hours of relevant training (5 points) b. 80 hours of relevant training (3 points) c. Less than 80 hours of training (0 point)	
	1.1.4 Prior engagements in conducting organizational assessment b. More than 3 completed relevant projects (7 points) c. 3 completed relevant projects (5 points) d. Less than 3 completed relevant projects (0 point)	
	1.2 Team Members (Average of All Members)	15
	1.2.1 Professional Experience a. More than 5 years of conducting organizational assessment (5 points) b. 5 years of conducting organizational assessment (3 points) c. Less than 5 years of experience (0 point)	
	1.2.2 Training Attended/Conducted relevant to Organizational Assessment	

	a. More than 40 hours of relevant training (2 points) b. 40 hours of relevant training (1 point) c. Less than 40 hours of relevant training (0 point)	
	1.2.3 Educational Qualification a. Relevant Master's degree graduate (4 points) b. Relevant Bachelor's degree graduate (3 points) c. Without a Bachelor's degree (0 point)	
	1.2.4 Prior engagements in conducting organizational assessment a. With 1 completed relevant projects (4 points) b. No relevant projects completed (0 point)	
3	**Current Workload**	**20**
	1.1 Positive Feedback a. Work Acceptance Report/Certification by previous client or any equivalent document (5 points)	
	1.2 Overall Work Commitment (Firm with no ongoing projects will get the maximum points) a. No ongoing project (15 points) b. Higher than 1.5 ratio (number of consultants divided by ongoing projects (13 points) c. Between 1.0 and 1.5 ratio (number of consultants divided by ongoing projects) (10 points) d. Between 0.5 and 1.0 ratio (number of consultants divided by ongoing projects) (8 points) e. Lower than 0.5 ratio (number of consultants divided by ongoing projects) (5 points)	

XII. BID EVALUATION METHODOLOGY

In order to determine the Firm with the Highest Rate Bid, the SEC Bids and Awards Committee (BAC) shall conduct an evaluation of bids using the Quality-Cost Based Evaluation (QCBE) Procedure, where the Technical and Financial Proposals of the bidders shall be considered. The Technical and Financial Proposals shall be given the corresponding weight:

CRITERIA	POINT SYSTEM
A. Technical Proposal	70
B. Financial Proposal	30
Total	**100**

XIII. TECHNICAL PROPOSAL EVALUATION CRITERIA

The technical proposal of the Firm shall be based on the following criteria and using the corresponding numerical weights:

1. **Quality of Personnel (45%) -** Quality of personnel to be assigned to the Project, which covers the suitability of key personnel to perform the duties of the particular assignments, and general qualifications and competence, including education and training of key personnel;

2. **Applicable Experience of the Firm (30%) -** Experience and capability of the Firm, which include records of previous engagements and quality of performance in similar and in other projects; relationship with previous and current clients; and overall work commitments, geographical distribution of current or impending projects and attention to be given by the Firm. The suitability of the Firm to the Project shall consider both the overall experience of the firm and the individual experience of the personnel to be assigned to the Project, including the time when employed by other consultants; and

3. **Plan of Approach and Methodology (20%) -** Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness, and comprehensiveness of the plan of approach, and the quality of interpretation of project problems, risks, and suggested solutions.

4. **Timeliness (5%) -** Timeliness of the proposed work plan and the duration of the completion of the project.

CRITERIA	**POINT SYSTEM**
1. Quality of Personnel	45%
2. Applicable Experience	30%
3. Plan of Approach and Methodology	20%
5. Timeliness	5%
Total	**100%**

The Firm must pass the required passing score of seventy percent (70%) based on the following summarized evaluation criteria:

No.	**Evaluation Criteria**	**Maximum Score**
1	**Quality of Personnel**	**45**
	1.1 Team Leader	
	1.1.1 Professional Experience a. More than 5 years of conducting organizational assessment (8points)	

	b. 5 years of conducting organizational assessment(6 points)	
	1.1.2 Educational Qualification a. Relevant Master's degree graduate (5 points) b. Relevant Bachelor's degree graduate (3 points) c. Without a relevant Bachelor's degree (0 points)	
	1.1.3 Training Attended/Conducted relevant to Organizational Assessment a. More than 80 hours of relevant training (2 points) b. 80 hours of relevant training (1 point)	
	1.1.4. Prior engagements in conducting organizational assessment and reorganization a. 3 to 4 active and completed relevant projects (10 points) b. 1 to 2 active and completed relevant projects (5 points)	
	1.2 Team Members	
	1.2.1 Professional Experience a. More than 5 years of conducting organizational assessment and reorganization (5 points) b. 5 years of conducting organizational assessment (3 points)	
	1.2.2 Training Attended/Conducted relevant to Organizational Assessment and reorganization a. More than 40 hours of relevant training (5 points) b. 40 hours of relevant training (3 point)	
	1.2.3 Educational Qualification a. Relevant Master's degree graduate (5 points) b. Relevant Bachelor's degree graduate (2 points) c. Without a Bachelor's degree (0 points)	
	1.2.4 Prior engagements in conducting organizational assessment and reorganization a. More than 3 active and completed relevant projects (5 points) b. 2 to 3 active and completed relevant projects (3 points) c. 1 completed relevant projects (1 point)	
2	**Applicable Experience of the Firm**	**30**
	With proven track record in conducting organizational assessment and reorganization with clients from private and government sectors a. More than 5 years (30 points) b. 4 years to 5 years (25 points) c. 3 years (20 points)	

3	**Plan of approach or methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the support services that will be provided by the Consultant as listed in the Terms of Reference**	**20**
	3.1.a Feasibility (realistic/implementable/measurable/practicable) (Total: 10 Points) a. All portions are realistic/ implementable/ measurable/ practicable (10 points) b. 80% of the plan of approach or methodology is realistic/implementable/measurable/practicable (6 points) c. 60% of the plan of approach of methodology is not realistic/implementable/measurable/practicable (3 points) d. Less than 60% of the plan of approach of methodology is not realistic/implementable/measurable/practicable (0 points)	
	3.1.b Innovativeness and Comprehensiveness of the plan of approach (responsiveness to the engagement) (Total: 10 Points) **a.** All portions of the plan of approach are responsive to the engagement (10 points) b. 80% of the plan of approach is responsive to the engagement (6 points) c. 60% of the plan of approach is responsive to the engagement (3 points) d. Less than 60% of the plan of approach is responsive to the engagement (0 points)	
4	**Timeliness**	**5**
	3.1 Clear and well-structured action plan with definite timeline, detailed workplan and appropriate results indicator a. All portions of the action plan are clear and well-structured with a definite timeline, detailed workplan and appropriate results indicator (5 points) b. 80% of the plan of approach or methodology is clear and well-structured with a definite timeline, detailed workplan and appropriate results indicator (3 points) c. 60% of the plan of approach or methodology is not clear and well-structured with a definite timeline, detailed workplan and appropriate results indicator (0 points)	

XIV. RESPONSIBILITIES OF THE SEC

The SEC shall have the following duties and responsibilities:

1. Provide timely feedback on documentary requests from the Firm relevant to the completion of the Project;
2. Coordinate with the Firm in the conduct of the activities under the Project;
3. Compensate the services of the Firm, following the schedule of payments, and subject to the following pre-requisites:

a. That the Firm has satisfactorily complied with all the documentary requirements prior to the commencement of the works or prior to the disbursement of the payment;
b. That the Firm has been issued Notice to Proceed certified by the SEC BAC; and
c. That the Firm has satisfied the requirements for each of the deliverables as determined by the SEC. In the event that the entire Project is completed, the Firm will be issued a Certificate of Completion of Project certified by the SEC.

4. Withhold or refuse to release the payment in the event of non-compliance of the Firm with the terms prescribed by the SEC, or should the Firm grossly violate the rules and regulations of the SEC.
5. Serve the Contract with the Firm in the event of any non-compliance with the terms prescribed in the Terms of Reference, and should the consultant grossly violate the rules and regulations of the SEC.
6. Provide the Firm with working spaces free of charge where they can perform their paperwork, as necessary.

XV. TERMS OF PAYMENT

The payment for the Project shall be chargeable against the SEC's FY 2026 approved Annual Operating Budget.

The SEC may provide a mobilization payment not to exceed ten percent (10%) of the contract amount, subject to the submission of a written request and an irrevocable letter of standby credit of an amount equal to the mobilization payment.

The SEC shall pay the contract amount in tranches, upon the approval and turnover of the deliverables agreed upon, and the acceptance thereof by the SEC, as follows:

OUTPUT*	TERMS OF PAYMENT*
Current State Assessment Report	15%
Workforce Analysis and Planning Report	15%
Design Framework or Principles	10%
Proposed Organizational Structure, Proposed Functional Description of All Organizational Units, Proposed Job Description of Retained and/or New Position Titles, Comparison of Existing and Proposed Organizational Structure	60%
TOTAL	**100%**

XVI. MISCELLANEOUS

1. There will be no employer-employee relationship between the SEC and the Firm, or the SEC and the Firm personnel assigned to the Project. The personnel to be assigned by the Firm to the SEC are, for all legal intents and purposes, the employees of the Firm and not of the SEC.

2. The Firm must bind itself to save and hold harmless the SEC or any of its officials, employees, and/or agents from any responsibility for any personal injury or damage, including death, sustained by the Firm's personnel or caused by any of its personnel during the lawful performance of their duties or stay within the premises of the SEC, except where the latter is negligent or at fault.

3. At all times when inside the SEC premises, Firm personnel must conspicuously wear the SEC-issued Identification Cards issued by the personnel on-duty. Firm personnel must also adhere to the SEC's appropriate dress code.

4. Any additional cost or out-of-pocket expenses deemed necessary by the consultant, unless agreed as part of the ABC, shall be at no cost to the SEC.

5. The firm should be responsible for providing the space, equipment, and any required subscriptions necessary for the accomplishment of the deliverables.

6. Replacement of key personnel shall not be allowed. The provision for the replacement of key personnel shall be governed by Clause 28.3 of the Bidding Documents.

7. The Firm should be responsible for recording the minutes of all meetings, ensuring their proper documentation, filing and submission to the SEC.

XVII. CONFIDENTIALITY AND OWNERSHIP OF WORK

The Firm shall ensure the full confidentiality of all information given by the SEC and/or gathered in relation to the fulfillment of the required services during the course of the engagement. The Firm shall not disclose such information and shall return all materials, data, and other related documents to the SEC after the completion of the Project.

For this purpose, the Firm shall enter into a Non-Disclosure Agreement with the SEC.

The Firm shall further conform to the Data Privacy Act, its Implementing Rules and Regulations, its related issuances, and any or all that the Firm may acquire, create, determine, discover and submit, including but not limited to reports, during the course of the Project shall be deemed property of the SEC.

The Firm agrees that ownership of all works produced shall belong to the SEC. All materials conceptualized, designed, and produced, including all photos, illustrations, and writeups shall be owned by the SEC with full and exclusive rights on future use thereof both in the Philippines and internationally. This contract shall not be construed as limiting the SEC's right to bring any claim against the Firm for infringement of patent, copyright, trade secrets, or other intellectual property rights.