

CONTRACT

THIS AGREEMENT number **2020-08** made on _____, _____ 2020, between **Public-Private Partnership Center of the Philippines** (hereinafter the Purchaser) on the one part and **Buri Technologies, Inc.**, (hereinafter the Supplier) on the other part.

WHEREAS the Purchaser has requested a quotation for the **e-Learning Management System and Course Modules, including Technical Support and Training** to be supplied by the Supplier, viz. Contract for the e-Learning Management System and Course Modules, including Technical Support and Training and Related Technical Support (hereinafter Contract) and has accepted the bid by the Supplier for the supply of goods under the Contract for the sum of **Two Million Two Hundred Eighty Thousand Pesos (PhP2,280,000.00)**, (hereinafter Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - a. Request for Quotation;
 - b. Terms and Conditions of Supply;
 - c. Terms of Reference/Technical Specifications;
 - d. SBAC Bid Bulletin No. 01 dated October 2, 2020;
 - e. SBAC Bid Bulletin No. 02 dated October 5, 2020;
 - f. SBAC Bid Bulletin No. 03 dated October 6, 2020.
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an agreement with the Purchaser to execute and complete the supply of goods under the Contract and to remedy any defects therein in conformity with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Contract Price, in consideration of the acceptance of Contract, for the supply and delivery of the goods and remediation of defects therein in accordance with Payment Conditions prescribed by the Contract.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of the Philippines on the date indicated above.

Signature and seal of the Purchaser:
FOR AND BEHALF OF

A
**PUBLIC-PRIVATE PARTNERSHIP CENTER
OF THE PHILIPPINES**

Ferdinand A. Pecson

FERDINAND A. PECSON
Undersecretary and Executive Director
ACKNOWLEDGMENT

Signature and seal of the Supplier:
FOR AND BEHALF OF

BURI TECHNOLOGIES, INC.

Agno Almario

AGNO ALMARIO
Chief Executive Officer

NOV 18 2020

BEFORE ME a Notary Public for and in Quezon City, on this _____ day of _____, 2020, the following personally appeared,

This instrument, consisting of (...) pages, including the page on which this acknowledgment is written, has been signed on each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

Doc No. 34
Page No. 11
Book No. 266
Series of 2020

ATTY. JASON G. DE BELEN
Ref No. 36259
Adm. No. NP-019 Notary Public (2020-2021)
Unit M Panay Commercial Building
No. 7 Panay Ave. cor. Sgt. Borromeo St. Q.C.
IBFAR No. 13154868; QC 1-2-2020
PTR No. 9269808, QC 1-2-2020
MCLE VI-0022012; 4-14-22

**SHOPPING FOR GOODS
REQUEST FOR QUOTATION**

Project Title **Strengthening Public Private Partnerships in the Philippines
(45515-001)**
Source of Funding 7796-PHI
Contract Ref: _____ Date of Issue of Request: September 28, 2020

To: **MR. AGNO ALMARIO
Chief Executive Officer
Buri Technologies
Scout Torillo corner Scout Fernandez
Street, Barangay Sacred Heart, Quezon
City**

Sir/Madam:

1. The **Public-Private Partnership Center** (Purchaser) hereby requests you to submit price quotation(s) for the supply and services of the following items

PPP Center e-Learning Management System and Course Modules, including Technical Support and Training.
--

If you, however, have been associated with the firm/consultant that prepared the design and specifications of the contract subject of this procurement, you shall be disqualified.

To assist you in the preparation of quotation, we enclose the necessary technical specifications and required quantities.

2. You must quote for all the items under this request. Price quotations will be evaluated for all the items together and contracts will be awarded to the firm offering the lowest evaluated total cost of all the items.
3. Your price quotation on the form attached may be submitted by facsimile or electronically to the following address: **adb.procurement@ppp.gov.ph**.
4. Your quotation in duplicate and written in **English** should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English language) for each item quoted, including names and addresses of firms providing after-sales service facilities in the **Philippines**.
5. The deadline for receipt of your quotation(s) by the Purchaser at the address indicated in Paragraph 3 is: **October 6, 2020**.
6. You shall submit only one set of quotation for the above item. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature, your quotation will not be considered further.

7. Your quotation should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.

(i) **PRICES:** The prices should be quoted for supply and delivery to **8th Floor, Cyberpod Centris One, Eton Centris, Brgy. Pinyahan, EDSA, Quezon City, Philippines.** Prices shall be quoted in the currency of the Purchaser.

(ii) **EVALUATION OF QUOTATIONS:** Offers determined to be substantially responsive to the technical specifications will be evaluated by comparing their prices. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this Request for Quotation, and it will not be considered further. The Purchaser will evaluate and compare only the quotations determined to be substantially responsive. In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:

- (a) if there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- (b) if there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;
- (c) if a Supplier refuses to accept the correction, the quotation will be rejected.

In addition to the quoted price, the evaluated price shall include value-added tax (VAT) or its equivalent in the **Philippines.**

(iii) **AWARD OF PURCHASE ORDER.** The award will be made to the bidder offering the lowest evaluated price that meets the required standards of technical and financial capabilities. The successful bidder will sign the Contract as per attached form of contract and terms and conditions of supply.

(iv) **VALIDITY OF THE OFFER:** Your quotation(s) should be valid for a period of thirty (30) days from the deadline for receipt of quotation(s) indicated in Paragraph 5 of this Request for Quotation.

(v) If you withdraw your quotation during the validity period and/or refuse to accept the award of contract when and if awarded, you will be excluded from the list of suppliers for the project for 2 years.

8. Further information can be obtained from:

Special Bids and Awards Committee Secretariat

Public-Private Partnership Center

Telephone: (632) 8709.4146 local 8402

Fax: (632) 8929.3971

Email: adb.procurement@ppp.gov.ph

9. The bidder whose quotation has been accepted will be notified of the award of contract through the Letter of Acceptance issued by the Purchaser within fifteen (15) days from the date of submission of quotation.

10. The Purchaser intends to apply funds from the Asian Development Bank (ADB) for eligible payments under the Purchase Order resulting from this Request for Quotation.
11. Under the ADB Anticorruption Policy, bidders shall observe the highest standard of ethics during the procurement and execution of contracts. ADB will reject a proposal for award and will impose sanctions on parties involved if it determines that the bidder recommended for award or any other party has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. At the time of submission of your quotation, you should not be on the ADB sanction list.
12. Please confirm by fax/email the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,

Concordia Digitally signed by
Feroisa Francisca Concordia Feroisa
Talaue Francisca Talaue

FEROISA FRANCISCA T. CONCORDIA
Chairperson
Special Bids and Awards Committee
Public-Private Partnership Center
(Purchaser)

TERMS AND CONDITIONS OF SUPPLY

Project Name: **Strengthening Public Private Partnerships in the Philippines (45515-001)**

Purchaser: **Public-Private Partnership Center of the Philippines**

1. Schedules for Supply

Quantity	Delivery Time
PPP Center e-Learning Platform Subscription including Learning Management System (LMS) and Course Modules	Within five (5) months after signing of the contract
Technical Support including training	For the duration of the contract

2. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
3. Delivery Schedule: The delivery should be completed as per above schedule.
4. Insurance: The goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The insurance shall be in an amount equal to 110% of the above value of goods on an "all risks" basis.
5. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Purchaser's country.
6. Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the **R.A. 876, otherwise known as the "Arbitration Law" and R. A. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004."**
7. Delivery and Documents: Upon delivery/shipment, the Supplier shall provide the following documents to the Purchaser:
 - (i) Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
 - (ii) Manufacturer's or supplier's warranty certificate; and
 - (iii) Certificate of origin.

If goods are coming by courier, the Supplier shall also provide prior to delivery copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least 1 week before the arrival of the goods and if not received, the Supplier shall be responsible for any consequent expenses.

8. Payment: The project shall observe a project billing mode of payment, observing the following schedule:

Payment Tranche	Expected Deliverables	Percentage of payment to be released
First	Submission and acceptance of inception report and workplan. Submission and approval of Learning Management System (LMS) and course module design (LMS and content outline, structure, format, wire frames, mock ups, story boards, etc.)	40%
Second	Installation, initial configuration and beta testing of LMS and presentation of draft course modules	35%
Third	Completion of all trainings, and acceptance of final LMS, course modules, and manuals	25%

Full payment of the contract price shall be made upon issuance of **Certificate of Acceptance and Completion** of the delivered goods by the Purchaser on site in accordance with the contract, and upon submission by the Supplier of its request for payment (accompanied by invoice, etc.).

9. Warranty: Goods offered should be covered by the manufacturer's warranty valid for 2 years.
10. Defects. All defects will be corrected by the Supplier without any cost to the Purchaser within 15 days from the date of notice by Purchaser. The name and address of the service facility where the defects are to be corrected by the Supplier within the warranty period are:

Address: AGND ALMARIO
109 Gct. Fernandez Bgy. Sacred Heart
Quezon City 1103

11. Force Majeure: The Supplier shall not be liable for penalties or termination for default if and to the extent that any delay in performance or other failure to perform its obligations under the Contract is the result of an event of force majeure.

For purposes of this clause, force majeure means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and that was not foreseeable. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If force majeure arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract to the extent they are reasonably practical and shall seek all reasonable alternative means for performance not prevented by force majeure.

12. Required Technical Specifications:

12.1 General description

- PPP Center e-Learning Management System and Course Modules
- Provision of technical support including training

12.2 Specific details and technical standards

Quantity	Specifications
1 Lot for PPP Center e-Learning Platform Subscription including Learning Management System (LMS) and Course Modules	<p>I. PPP Center e-Learning Platform shall meet the following specifications:</p> <ol style="list-style-type: none"> 1. User Features <ol style="list-style-type: none"> 1.1 Capability to use local directory services (Active Directory, LDAP, etc.) as source for users and groups; 1.2 Provides online member registration for external users; 1.3 Implements a user application approval workflow for online registration to protect against spam; 1.4 Collects basic user information via profiles; 1.5 Create user groups and roles; 1.6 Use role-based access and permissions; 2. Course Management System <ul style="list-style-type: none"> • Has capabilities to create, replace, organize, and manage curricula, courses and learning modules; • The system shall include the features detailed below. Specified services may be implemented by third party subscriptions if not provided by the main application. Third party services shall be paid for by the contractor and shall remain until the end of the maintenance period of the contract: <ol style="list-style-type: none"> i. Dashboard/ homepage for users; ii. Web pages; iii. Slide presentations; iv. Embedded multimedia (audio, video, animation, etc. which the service provider will develop and design); v. Links or embedding of internal and external resources; vi. Online video conferencing/ lectures; vii. Attachment of files and other resources; viii. Ability to archive and search documents and other learning content embedded in the system; ix. Online exam or quizzes;

	<ul style="list-style-type: none"> x. Assignment submissions; xi. Online discussion board/ forum; xii. Online whiteboard; and xiii. Ability to import and export Shareable Content Object Reference Model (SCORM) material; • The e-learning platform can also do the following: <ul style="list-style-type: none"> i. Automate and enforce course or learning dependency workflow (only access learning modules or courses after a requirement is satisfied, i.e. online quiz is passed); ii. Schedule, operate, and manage classes and enrollments; iii. Incorporate gamification (badges and leader boards) features to motivate learners; iv. Include an online grading and reporting system; v. Provide basic content management features to publish general web pages; vi. Implement a publication workflow to make materials available for access; and vii. Has capabilities to print secure electronic certificates upon successful completion of learning module/course.
	<p>II. Other Requirements:</p> <p>1. Systems Requirements</p> <ul style="list-style-type: none"> 1.1 Must be implemented as a web-based system accessible from a standard web browser; 1.2 Software deployed must be an established product used by at least three (3) other organizations; 1.3 Able to be deployed in-house in a private cloud infrastructure; 1.4 Provides a programming software library to allow the implementation of custom features; 1.5 Implements an application programming interface (API) for use by third party software systems; 1.6 Bundles its own backup scripts and procedures; 1.7 Subscription to services, databases, system updates must be included during maintenance and support period; and 1.8 All specified features unless provided by third party services must remain functional after expiry or cancellation of maintenance contracts. <p>2. Services and other requirements</p> <ul style="list-style-type: none"> 2.1 Install and configure the e-learning system and required software modules; 2.2 Develop the online course, including writing and producing different content formats needed in the e-Learning course (animated, video, Ebook or static presentations and infographics); 2.3 Facilitate design and development consultation workshops to gather input for the content of the online course;

2.4 Present milestones or output per online module for feedback, curation, and correction;

2.5 Co-organize robust alpha and beta testing which include but not limited to the following functional and non-functional testing methods:

- i. Unit testing
- ii. Integration testing
- iii. System Testing
- iv. Acceptance testing
- v. Performance testing
- vi. Security testing
- vii. Usability testing
- viii. Compatibility testing

2.6 Provide training for system administrators (system administration and troubleshooting) and course managers/ designers (design, development, delivery and improvement of existing e-learning content);

2.7 Produce, in cooperation with the Center, a learning design document that shall serve as basis for the flow and substance of the online modules' content;

2.8 Assist the Center in implementing five (5) online modules that can cater up to 3000 users per year;

2.9 Submit manuals with learning design document, tutorials, training materials, and other documentation;

2.10 Upon final acceptance of the e-Learning Platform, provide back-end support that would include in-house or remote technical and maintenance support for users and software system during the **service contract period of 2 years** with the following specific operations and maintenance requirements;

- i. Regular monitoring of the system performance
- ii. The system warranty and technical support service shall be for a period of **24 months or 2 years** starting from the date of final acceptance of the e-learning platform and other deliverable items.
- iii. Bugs and defects discovered within the warranty period must be responded to and addressed free of charge.
- iv. SLA: Bugs and defects discovered and reported should be responded to base on severity level:
 - Low - within 6-8 days upon receipt of report
 - Medium - within 3-5 days upon receipt of report
 - High - within 1-2 days upon receipt of report

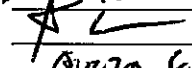
*** Definition of inclusion and details of severity level (may depend on the system functionality features) may be negotiated with e-Learning company.

	<p>3. System/Software Ownership and Copyright</p> <p>3.1 The PPP Center shall have the same rights as the service provider to own, use, enhance, and resell its copy of the e-learning system to be developed under this contract. However, all materials and content produced for the e-learning system shall be the sole property of the PPP Center.</p> <p>3.2 All title and intellectual property rights in and to the software components, multimedia, text, graphic and printed materials, and "online" or electronic documentation, and any and all copies of such software and its materials/content which may be accessed through use of the software product is the property of the PPP Center and is protected by copyright, patent, trademarks and service marks and various other intellectual property laws, treaties and unfair competition laws;</p> <p>3.3 The e-Learning provider should turnover all documents and other outputs as property of the PPP Center;</p> <p>3.4 The e-Learning provider must not remove or alter any copyright, trademark or other proprietary rights notices, falsify or delete any author attributions, legal notices, or other labels of the origin or source of the material on any and all copies of the software product;</p> <p>3.5 The e-Learning provider must not distribute or transfer the software product or any copies thereof.</p> <p>3.6 The e-Learning provider must not reverse engineer, decompile, disassemble, translate, prepare derivative works based on or otherwise modify the software product, in whole or part without prior written consent of the PPP Center; and</p> <p>3.7 The e-Learning provider is prohibited to rent, lease, lend or sublicense the software product.</p>
<p>Technical Support</p>	<ol style="list-style-type: none"> 1. Development, Installation, Maintenance. And Troubleshooting of the e-Learning Platform 2. Provide training sessions/ workshops on operating the e-Learning Management System and developing the course modules: <ol style="list-style-type: none"> a. May be conducted face-to-face or online as determined by the PPP Center. b. In case of face-to-face, the venue will be at the PPP Center office. 3. Submit manuals, tutorials, training materials, and other documentation
<p>Indicative Timeline</p>	<p>The services will be completed within five (5) months from signing of contract by the winning bidder. Within the given timeframe, the service provider will be required to provide the following:</p>

	<ol style="list-style-type: none"> 1. A work plan with details on the final file formats, equipment, personnel, processes, work activities and other components required to accomplish the project. 2. All work files, final project documents used in the LMS at the time the project is completed shall be submitted in the following media: <ol style="list-style-type: none"> a. Portable hard drive(s) b. Read-only DVD discs (as backup) <p>The files in the hard drives and discs should be structured in folders and named appropriately for easy access and retrieval of files.</p> 3. The design and development of the Center's e-Learning platform, which include alpha and beta testing, soft and final launch, is a 5-month project. The proposed project timeline can be found in the attached Terms of Reference (TOR).
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The Supplier confirms compliance with above specifications [Note: In case of deviations, the Supplier should list all of them.]

13. Failure to Perform: The Purchaser may cancel the agreement if the Supplier fails to deliver the goods and services in accordance with the above terms and conditions in spite of a 14-day notice given by the Purchaser without incurring any liability to the Supplier.

NAME OF SUPPLIER : BURI TECHNOLOGIES, INC
Authorized Signature : 
Place : Quezon City
Date : 11/16/2020

Terms of Reference PPP Center E-learning Platform Subscription

I. Background

The PPP Center is the coordinating and monitoring agency of PPPs in the Philippines. As part of its mandate, it provides technical assistance (TA) on all stages of PPP process and capacity building to implementing agencies such as national government agencies (NGAs), government-owned and controlled corporations (GOCCs), local government units (LGUs), water districts (WDs), state universities and colleges (SUCs), among others. These TA and capacity building assistance help ensure that IAs will be able to roll out and implement successfully their own PPP projects.

With the increasing demands of capacity building assistance from IAs on PPPs, the Center needs to execute other strategies to meet the needs of the IAs. Over the years, IAs in the different parts of the country have been requesting the Center to capacitate them at their respective offices. Due to the current limited human and financial resources of the Center, it is now implementing a new strategy to accommodate all these requests. Part of this strategy is to implement an e-learning platform that IAs can utilize and access regardless of their locations.

Through the available funds from ADB TA 7796-PHI: Strengthening Public-Private Partnerships in the Philippines, the Center will subscribe to an e-learning platform that can be tailored-fit based on the needs and requirements of the Center.

II. Objectives of the E-learning Platform Subscription

- 1) To provide implementing agencies (IAs) an accessible e-learning platform to learn about PPPs.
- 2) To help address the increasing demands of IAs for capacity building assistance from the Center.
- 3) To give the Center a PPP learning tool to further expand its coverage of capacity building interventions to IAs located in the different parts of the country.

III. Scope of Work

The PPP Center e-learning platform will consist of **five (5) online modules**, which the e-learning provider will be able to design based on the requirements and needs of the Center. These modules are estimated **to run from 8 to 16 training hours** which includes offline self-study. *Specific details of these modules can be found on Annex A of this TOR.*

Service provider may subcontract the delivery of any portion of the Scope of Work as long as it fully assumes the risks and penalties should the subcontracted work be of sub-par quality or does not meet the standards indicated in these Terms of Reference.

In addition, the service provider will provide an e-learning platform that can accommodate the following features, system requirements, and services:

A. User Features

- Capability to use local directory services (Active Directory, LDAP, etc.) as source for users and groups;
- Provides online member registration for external users;
- Implements a user application approval workflow for online registration to protect against spam;

- Collects basic user information via profiles;
- Create user groups and roles;
- Use role-based access and permissions;

B. Course Management System

- **Has capabilities to create, replace, organize, and manage curricula, courses and learning modules;**
 - **The system shall include the features detailed below. Specified services may be implemented by third party subscriptions if not provided by the main application. Third party services shall be paid for by the contractor and shall remain until the end of the maintenance period of the contract:**
 - Dashboard/ homepage for users;
 - Web pages;
 - Slide presentations;
 - Embedded multimedia (audio, video, animation, etc. which the service provider will develop and design);
 - Links or embedding of internal and external resources;
 - Online video conferencing/ lectures;
 - Attachment of files and other resources;
 - Ability to archive and search documents and other learning content embedded in the system;
 - Online exam or quizzes;
 - Assignment submissions;
 - Online discussion board/ forum;
 - Online whiteboard; and
 - Ability to import and export Shareable Content Object Reference Model (SCORM) material;
 - **The e-learning platform can also do the following:**
 - Automate and enforce course or learning dependency workflow (only access learning modules or courses after a requirement is satisfied, i.e. online quiz is passed);
 - Schedule, operate, and manage classes and enrollments;
 - Incorporate gamification (badges and leader boards) features to motivate learners;
 - Include an online grading and reporting system;
 - Provide basic content management features to publish general web pages;
 - Implement a publication workflow to make materials available for access; and
 - Has capabilities to print secure electronic certificates upon successful completion of learning module/course.

C. Systems Requirements

- Must be implemented as a web-based system accessible from a standard web browser;
- Software deployed must be an established product used by at least three (3) other organizations;
- Able to be deployed in-house in a private cloud infrastructure;
- Provides a programming software library to allow the implementation of custom features;
- Implements an application programming interface (API) for use by third party software systems;

- Bundles its own backup scripts and procedures;
- Subscription to services, databases, system updates must be included during maintenance and support period; and
- All specified features must remain functional after expiry or cancellation of maintenance contracts.

D. Services and other requirements

- Install and configure the e-learning system and required software modules;
- Develop the online course, including writing and producing different content formats needed in the e-Learning course (animated, video, Ebook or static presentations and infographics);
- Facilitate design and development consultation workshops to gather input for the content of the online course;
- Present milestones or output per online module for feedback, curation, and correction;
- Co-organize robust alpha and beta testing which include but not limited to the following functional and non-functional testing methods:
 - Unit testing
 - Integration testing
 - System Testing
 - Acceptance testing
 - Performance testing
 - Security testing
 - Usability testing
 - Compatibility testing
- Provide training for system administrators (system administration and troubleshooting) and course managers/ designers (design, development, delivery and improvement of existing e-learning content);
- Produce, in cooperation with the Center, a learning design document that shall serve as basis for the flow and substance of the online modules' content;
- Assist the Center in implementing five (5) online modules that can cater up to 3000 users per year;
- Submit manuals with learning design document, tutorials, training materials, and other documentation;
- Upon final acceptance of the e-Learning Platform, provide back-end support that would include in-house or remote technical and maintenance support for users and software system during the **service contract period of 2 years** with the following specific operations and maintenance requirements:
 - Regular monitoring of the system performance
 - The system warranty and technical support service shall be for a period of **24 months or 2 years starting** from the date of final acceptance of the e-learning platform and other deliverable items.
 - Bugs and defects discovered within the warranty period must be responded to and addressed free of charge.
 - SLA: Bugs and defects discovered and reported should be responded to base on severity level:
 - Low – within 6-8 days upon receipt of report
 - Medium – within 3-5 days upon receipt of
 - High – within 1-2 days upon receipt of report

*** Definition of inclusion and details of severity level (may depend on the system functionality features) may be negotiated with e-Learning company.

E. System/Software Ownership and Copyright

- The PPP Center shall have the same rights as the service provider to own, use, enhance, and resell its copy of the e-learning system to be developed under this contract. However, all materials and content produced for the e-learning system shall be the sole property of the PPP Center.
- All title and intellectual property rights in and to the software components, multimedia, text, graphic and printed materials, and "online" or electronic documentation, and any and all copies of such software and its materials/content which may be accessed through use of the software product is the property of the PPP Center and is protected by copyright, patent, trademarks and service marks and various other intellectual property laws, treaties and unfair competition laws;
- The e-Learning provider should turnover all documents and other outputs as property of the PPP Center;
- The e-Learning provider must not remove or alter any copyright, trademark or other proprietary rights notices, falsify or delete any author attributions, legal notices, or other labels of the origin or source of the material on any and all copies of the software product;
- The e-Learning provider must not distribute or transfer the software product or any copies thereof.
- The e-Learning provider must not reverse engineer, decompile, disassemble, translate, prepare derivative works based on or otherwise modify the software product, in whole or part without prior written consent of the PPP Center; and
- The e-Learning provider is prohibited to rent, lease, lend or sublicense the software product.

IV. Indicative Timeline

The services will be completed within five (5) months from signing of contract by the winning bidder.

Within the given timeframe, the service provider will be required to provide the following:

1. A work plan with details on the final file formats, equipment, personnel, processes, work activities and other components required to accomplish the project.
2. All work files, final project documents used in the LMS at the time the project is completed shall be submitted in the following media:
 - Portable hard drive(s)
 - Read-only DVD discs (as backup)

The files in the hard drives and discs should be structured in folders and named appropriately for easy access and retrieval of files.

3. The design and development of the Center's e-Learning platform, which include alpha and beta testing, soft and final launch, is a 5-month project. The proposed project timeline is as follows:

Activity	Requirements	Timeline	Responsible Entities
Submission of Work Plan (including pre-meeting and consultations)	Work Plan, instructional design workshop and consultations	Within 8 working days upon signing of contract	e-Learning provider and PPP Center
		Within 9 working days upon signing of contract - work plan document and learning design document submission and presentation	e-Learning provider
		Within 3 days from submission and presentation - Approval of work plan	PPP Center
Submission of information and materials for the online modules design and development	Information and materials	Within 1 day of approval of work plan	PPP Center
e-Learning modules and system development	e-Learning modules and system	Within 45 working days from submission of information and materials	e-Learning provider
e-Learning modules and system first testing	Testing and Presentation of e-Learning modules and draft administrator/ user manuals	Within 5 working days from submission of e-Learning modules and system	e-Learning provider
Submission of comments, suggestions, inputs	Comments, suggestions, inputs	Within 4 working days from testing and presentation of e-Learning modules and draft administrator/ user manuals	PPP Center
Correction/Improvement of e-Learning modules and system based on the comments, suggestions, inputs from the Center	Corrected/Improved version	Within 15 working days from receipt of comments, suggestions, inputs	
Presentation of e-Learning platform and modules to principals	Presentation and approval	Within 1 working day from submission of corrected/ improved version	e-Learning provider PPP Center
Correction/Improvement of e-Learning modules and system based on the	Correction/Improvement for final version	Within 10 working days from receipt of comments,	e-Learning provider

comments, suggestions, inputs from the principals		suggestions, inputs from the principals	
Final testing of improved/corrected version based on the comments, suggestions, inputs from the principals	Testing and approval	Within 4 working days from submission of improved/corrected version based on the comments, suggestions, inputs from the principals	e-Learning provider PPP Center
Finalization of e-Learning system and online modules		Within 3 working days from approval of improved/corrected based on the comments, suggestions, inputs from the principals	e-Learning provider
Acceptance of PPP Center		Within 5 months from signing of contract	e-Learning provider PPP Center

IV. Minimum Qualification Requirements

The **Service Provider** must have the following minimum qualifications:

1. Must have a history of creating e-Learning platforms and products at least two (2) years; and
2. Must have successfully conducted at least two (2) similar e-Learning projects.

V. Criteria for Selection

The Service Provider, with the Lowest Evaluated Price, shall be awarded the Contract.

VI. Responsibilities of the PPP Center

1. Provide the e-Learning provider the information, data and materials needed for the development of the online modules and e-Learning platform;
2. Approve work plan of the e-Learning provider;
3. Approve and provide comments, suggestions, and inputs to the output of the e-Learning provider;
4. Coordinate and support the e-Learning provider from pre-development of e-Learning system and online modules to the final rollout;
5. Upon acceptance and rollout of the e-Learning platform, manage and administer the platform to include, but not limited to the following tasks:
 - o Uploading of learning materials;
 - o Coordinating with the users/ learners;
 - o Managing the user/ learner experience; and
 - o Performing system administration and basic troubleshooting.

6. Issue the **Certificate of Acceptance and Completion** of the delivered goods by the Purchaser on site in accordance with the contract

VII. Payment Terms

Payment Tranche	Expected Deliverables	Percentage of payment to be released
First	Submission and acceptance of inception report and workplan. Submission and approval of Learning Management System (LMS) and course module design (LMS and content outline, structure, format, wire frames, mock ups, story boards, etc.)	40%
Second	Installation, initial configuration and beta testing of LMS and presentation of draft course modules	35%
Third	Completion of all trainings, and acceptance of final LMS, course modules, and manuals	25%

VIII. Funding Source

The procurement of the services shall be undertaken through funding assistance from ADB TA 7796-PHI: Strengthening Public-Private Partnerships in the Philippines.

Annex A

e-Learning PPP Modules

Module 1: Orientation on PPP Concepts and Processes

- I. Program for Infrastructure Development in the Philippines
 - a. The Philippine PPP Program
- II. The PPP Center
- III. PPP Concepts
- IV. Legal Frameworks on PPPs (would vary according to the type of agency)
- V. Setting up a PPP Governance Structure (e.g., PPP Code, PPP Unit, etc.; would vary according to the type of agency)
- VI. PPP Processes under the BOT Law: Solicited and Unsolicited Tracks
- VII. PPP Processes under Joint Venture Arrangements: Solicited and Unsolicited Tracks (would vary according to the type of agency; not applicable to national government agencies)
- VIII. Summary of Module 1

Module 2: PPP Project Preparation

- I. Overview of PPP Project Development
- II. Project Concept Note Development
- III. Introduction to Feasibility Studies
- IV. Key Activities of the PPP Project Development Process
- V. Best Practices in PPP Project Development
- VI. Summary of Module 2

Module 3: Managing Unsolicited PPP Project Proposals

- I. PPP Project Life Cycle under the Unsolicited Track (would vary according to the type of agency)
- II. PPP Center Guidelines on Managing Unsolicited Proposals
- III. Components of a Project Study
- IV. Draft PPP Contract Provisions
- V. Summary of Module 3

Module 4: PPP Project Procurement

- I. Overview of PPP Project Procurement
- II. Bidding/Tender Process for Solicited Projects (would vary according to the type of agency)
- III. Bidding/Tender Process for Unsolicited Projects (would vary according to the type of agency)
- IV. Key Considerations in PPP Project Procurement
- V. Best Practices in PPP Project Procurement
- VI. Summary of Module 4

Module 5: PPP Project Implementation

- I. Overview of PPP Project Implementation
- II. Key Considerations in PPP Project Implementation
 - a. PPP Monitoring Framework and Monitoring Protocols
- III. Overview of Contract Management
- IV. Setting up a Contract Management Unit/Project Management Team
- V. Contract Management Manual Development
- VI. Best Practices in PPP Project Implementation
- VII. Summary of Module 5



REPUBLIC OF THE PHILIPPINES
PUBLIC-PRIVATE PARTNERSHIP
CENTER

SBAC SUPPLEMENTAL BID BULLETIN NO. 1

RFQ-2020-09-024

PPP Center e-Learning Management System and Course Modules, including Technical Support and Training

This Bid Bulletin for the provision of e-Learning Management System and Course Modules, including Technical Support and Training is issued in response to the additional clarifications from the prospective suppliers:

A. Clarifications

Query	PPPC's Response
1. Name and Designation to address the proposals?	The name and designation is: Feroisa Francisca T. Concordia SBAC Chairperson
2. Time of deadline on October 6, 2020	Deadline of submission is until 11:59 P.M., October 6, 2020 (Philippine Time) which shall be submitted to the official email address stated in the RFQ (adb.procurement@ppp.gov.ph)
3. What is the approved budget for the contract (ABC)?	The estimated amount for the contract is Php 2,908,320.00 (inclusive of tax). This is for budget purposes only, and does not serve as a ceiling to reject quotations. The contract will be awarded to the most responsive proposal offering the lowest and reasonable price.
4. What are the available reference materials for the development of the eLearning modules (e.g., PowerPoint presentation)?	The Supplier may access the PPP Center website as the main reference material. The PPP Center shall provide the following references as well: <ul style="list-style-type: none">• PowerPoint presentations used in face-to-face trainings• Manuals, guidebooks and other knowledge products referring to the specifics of the PPP Process The PPP Center shall provide access to a focal person for consultation.
5. Typically, we are not required to have project insurance, please confirm if you will also be requiring insurance for electronic services? If so, additional insurance will be costed in the estimates	Yes, the subject of the procurement should be insured as required under the Terms and Conditions of Supply. The price proposal/ quotation should cover the cost of insurance.

<p>6. Regarding Payment Schedules, would you be prepared to do a project initiation fee? The first payment schedule of 40% can be the project initiation.</p>	<p>The initiation fee is already included in the 40% milestone payment. The procurement process observes a project billing mode of payment that does not allow for the issuance of a project initiation fee.</p>
<p>7. Currently in the TOR, payment schedule of LMS and e-Learning courses are bundled together -- may we propose to have separate schedules and milestones for LMS and e-Learning courses?</p>	<p>The terms of the project do not allow for unbundling of the payment schedules of the LMS and e-Learning courses.</p>
<p>8. May we request for more information on the material length for the e-Learning PPP modules? We will need this information to know the output length of the e-Learning as basis for pricing:</p> <ol style="list-style-type: none"> a. How long is each Module training run-time when done face-to-face traditionally? b. How many PPT slides does each Module have? c. Is 30-60 minutes acceptable e-Learning time for the organization? (Recommended lengths) 	<ol style="list-style-type: none"> a. When done face-to-face, each Module is delivered in about 4-6 hours. b. PowerPoint presentations can range from 40 to 120 slides, depending on the complexity of the topic. c. Per the Scope of Work, the modules are estimated to run from 8 to 16 training hours which includes offline self-study. We estimate that it will take 1 hour of engagement with the LMS for each 8 hours studying the Module. The remaining 7 hours will be dedicated to offline self-study.
<p>9. What is the level of complexity the PPP Center prefer for the e-Learning Development?</p> <ol style="list-style-type: none"> a. Interactivity and Multimedia for the e-Learning Development? b. Instructional Design? 	<p>For Interactivity and Multimedia</p> <ul style="list-style-type: none"> ▪ Provides a limited amount of interactivity throughout (clickable graphics, multiple choice questions, drag & drops, etc.) and multimedia including limited sound or narration and/or video or animation; may include a limited number of more sophisticated interactions and animations. ▪ Provides student with extensive interactivity and multimedia; may include sophisticated interactions throughout; may include many sophisticated custom graphics; may include extensive narration. <p>For Instructional Design</p> <ul style="list-style-type: none"> ▪ Module exists in some form already, possibly as face-to-face training or as a PowerPoint presentation with instructor's notes.

	Supplier's task would be to create storyboards and script content that define text, multimedia, and interactivity for each aspect of the e-Learning training.
On Form of Quotation	
10. Regarding the Form of Quotation template, can the Supplier add more sections to this to better illustrate our proposal?	The supplier must use the Form of Quotation template. The Supplier can refer to the detailed components/sections as attachment to the Form of Quotation to better illustrate your proposal.
Terms and Conditions of Supply	
11. To clarify item no. 3.1: System/Software Ownership and Copyright <i>"The PPP Center shall have the same rights as the service provider to own, use, enhance, and resell its copy of the e-learning system to be developed under this contract. However, all materials and content produced for the e-learning system shall be the sole property of the PPP Center"</i> The reason being is that the business model operates as Software as a Service model where we extend our license to use the proprietary application that we made to our clients. Does this mean that the PPP Center will have some form of ownership over our proprietary software libraries?	PPP Center does not intend to have ownership over any of the Supplier's proprietary software libraries. Further, the custom modules and all materials and contents used/derived/produced therefrom shall be solely owned and used by PPP Center and the Supplier shall have no rights whatsoever over any of the custom modules and all its contents and materials. Please see amendment in Item 3.1 (B. Amendment)
12. The Supplier prepared to license the use of the system but cannot release its Intellectual Property due to detrimental business implications, may we confirm the scope of intellectual property and intentions of LMS use in this section?	Please see amendment in Item 3.1 (B. Amendment)
13. Do you allow a joint venture between a local company and a foreign partner that has global experience in developing and implementing, and supporting LMS?	Joint ventures with foreign individuals or companies is allowed as long as the foreign partner is a national of, or incorporated in an ADB-member country. Please refer to this link for the list of ADB-member countries - https://www.adb.org/about/members

14. Do you require that the proponent be first registered with ADB before submitting or responding to this RFP?	There is no need to register with ADB before submitting the proposal.
On Annex A 15. We would like to confirm the setting. Will the Supplier be the one who to put the content tool setting or PPPC?	Annex A is provided as a reference for the expected content of modules. PPPC will provide initial data that supplier will develop into the full e-learning modules indicated in said Annex.
On Annex A 16. Will the Supplier going to write the module? Because base on Annex A, it is all PPP?	The writing task is stated in the Terms and Conditions of Supply - Item 12.2 under the <i>Specific details and technical standards</i> ; in Section II Other Requirements 2. Services and other Requirements – specifically Item 2.2, Item 2.3, Item 2.7 and Item 2.9
17. In relation to the preparation of the quote for your LMS Requirements, it is mentioned in the RFQ that the number of users or training participants will be 3,000. What is the estimate of how many will be the concurrent or active users (the number of users who will login and use the LMS at the same time at any given time)?	We estimate that around 10% of the 3,000 of projected annual users will be concurrent or active users.

B. Amendment

Reference	Original Provision	Amended Provision/ Changes Made
Terms and Conditions of Supply 3.1 System/Software Ownership and Copyright	<i>3.1 The PPP Center shall have the same rights as the service provider to own, use, enhance, and resell its copy of the e-learning system to be developed under this contract. However, all materials and content produced for the e-</i>	3.1 The PPP Center shall be granted permission to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom

	<p><i>learning system shall be the sole property of the PPP Center"</i></p>	<p>the Software is furnished to do so.</p> <p>However, the custom modules and all materials and contents used/derived/produced therefrom shall be solely owned and used by PPP Center and the Supplier shall have no rights whatsoever over any of the custom modules and all its contents and materials.</p>
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Concordia Feroisa
Francisca Talaue

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FEROISA FRANCISCA T. CONCORDIA
Chairperson, Special Bids and Awards Committee

October 2, 2020



REPUBLIC OF THE PHILIPPINES
PUBLIC-PRIVATE PARTNERSHIP
CENTER

SBAC SUPPLEMENTAL BID BULLETIN NO. 02

RFQ-2020-09-024

PPP Center e-Learning Management System and Course Modules, including Technical Support and Training

This Bid Bulletin for the provision of e-Learning Management System and Course Modules, including Technical Support and Training is issued to give ample time to prepare quotations and in consideration of the additional queries received from prospective suppliers.

Reference	Original Provision	Amended Provision/ Changes Made
Request for Quotation	5. The deadline for receipt of your quotation(s) by the Purchaser at the address indicated in Paragraph 3 is: October 6, 2020.	5. The deadline for receipt of your quotation(s) by the Purchaser at the address indicated in Paragraph 3 is: October 8, 2020, 11:59 P.M. (Philippine Time)

The PPP Center shall not entertain additional queries.

Concordia Digitally signed by
Feroisa Francisca Concordia Feroisa
Talaue Francisca Talaue

FEROISA FRANCISCA T. CONCORDIA
Chairperson, Special Bids and Awards Committee

October 5, 2020



SBAC SUPPLEMENTAL BID BULLETIN NO. 03

RFQ-2020-09-024

PPP Center e-Learning Management System and Course Modules, including Technical Support and Training

This Bid Bulletin for the provision of e-Learning Management System and Course Modules, including Technical Support and Training is issued in response to the additional clarifications from the prospective suppliers:

A. Clarifications

Query	PPPC's Response
On Section 12 System Requirements	
1. In reference with 1.1 and 1.3, Is the system on-premise or online/cloud?	The e-Learning Management System will be cloud-based to be hosted by the Supplier Please refer to the amendment section below.
2. Who will perform actual tests in 12.2.5? What does "co-organize" mean?	The actual tests will be conducted by the Supplier together with the designated PPP Center staff
3. How many are going to be trained for project completion?	Thirteen (13) staff will be trained.
4. Is content development to be done from scratch or involve converting existing materials to digital format?	The task of the Supplier is to develop existing materials into e-learning modules. Please refer to item 15 of SBAC Supplemental Bid Bulletin No. 1 issued on October 2, 2020.

B. Amendment

Reference	Original Provision	Amended Provision/ Changes Made
II. Other Requirements: 1. Systems Requirements	<i>1.1 Must be implemented as a web-based system accessible from a standard web browser; 1.2 Software deployed must be an established product used by at least three</i>	<i>1.1 Must be implemented as a web-based system accessible from a standard web browser; 1.2 Software deployed must be an established product used by at least three (3) other organizations;</i>

	<p>(3) other organizations;</p> <p>1.3 Able to be deployed in-house in a private cloud infrastructure;</p> <p>1.4 Provides a programming software library to allow the implementation of custom features;</p> <p>1.5 Implements an application programming interface (API) for use by third party software systems;</p> <p>1.6 Bundles its own backup scripts and procedures;</p> <p>1.7 Subscription to services, databases, system updates must be included during maintenance and support period; and</p> <p>1.8 All specified features unless provided by third party services must remain functional after expiry or cancellation of maintenance contracts.</p>	<p>1.3 Provides a programming software library to allow the implementation of custom features;</p> <p>1.4 Implements an application programming interface (API) for use by third party software systems;</p> <p>1.5 Bundles its own backup scripts and procedures;</p> <p>1.6 Subscription to services, databases, system updates must be included during maintenance and support period; and</p> <p>1.7 All specified features unless provided by third party services must remain functional after expiry or cancellation of maintenance contracts.</p>
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Concordia Feroisa
 Francisca Talaue

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FEROISA FRANCISCA T. CONCORDIA
 Chairperson, Special Bids and Awards Committee

October 6, 2020