

**SHOPPING FOR GOODS**  
**REQUEST FOR QUOTATION**

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

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Source of Funding **7796-PHI**

Contract Ref: \_\_\_\_\_ Date of Issue of Request: September 28, 2020

To: \_\_\_\_\_

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.
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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 **8<sup>th</sup> 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](mailto: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,

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

**FORM OF CONTRACT**

THIS AGREEMENT number \_\_\_\_ made on \_\_\_\_\_, \_\_ 20\_\_, between **Public-Private Partnership Center** (hereinafter the Purchaser) on the one part and \_\_\_\_\_ (hereinafter the Supplier) on the other part.

WHEREAS the Purchaser has requested a quotation for the **PPP Center e-Learning Management System and Course Modules, including Technical Support and Training** to be supplied by the Supplier, viz. Contract \_\_\_\_\_, (hereinafter Contract) and has accepted the bid by the Supplier for the supply of goods under the Contract for the sum of \_\_\_\_\_ (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; Terms and Conditions of Supply; Terms of Reference/Technical Specification; and
- b) Addendum (if applicable).

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

Signature and seal of the Supplier:  
FOR AND BEHALF OF

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

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

## 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

<b>Quantity</b>	<b>Delivery Time</b>
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:

<b>Payment Tranche</b>	<b>Expected Deliverables</b>	<b>Percentage of payment to be released</b>
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: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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><b>I. PPP Center e-Learning Platform shall meet the following specifications:</b></p> <ol style="list-style-type: none"> <li>1. User Features               <ol style="list-style-type: none"> <li>1.1 Capability to use local directory services (Active Directory, LDAP, etc.) as source for users and groups;</li> <li>1.2 Provides online member registration for external users;</li> <li>1.3 Implements a user application approval workflow for online registration to protect against spam;</li> <li>1.4 Collects basic user information via profiles;</li> <li>1.5 Create user groups and roles;</li> <li>1.6 Use role-based access and permissions;</li> </ol> </li> <li>2. Course Management System               <ul style="list-style-type: none"> <li>• Has capabilities to create, replace, organize, and manage curricula, courses and learning modules;</li> <li>• 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"> <li>i. Dashboard/ homepage for users;</li> <li>ii. Web pages;</li> <li>iii. Slide presentations;</li> <li>iv. Embedded multimedia (audio, video, animation, etc. which the service provider will develop and design);</li> <li>v. Links or embedding of internal and external resources;</li> <li>vi. Online video conferencing/ lectures;</li> <li>vii. Attachment of files and other resources;</li> <li>viii. Ability to archive and search documents and other learning content embedded in the system;</li> <li>ix. Online exam or quizzes;</li> <li>x. Assignment submissions;</li> <li>xi. Online discussion board/ forum;</li> </ol> </li> </ul> </li> </ol>

	<ul style="list-style-type: none"> <li>xii. Online whiteboard; and</li> <li>xiii. Ability to import and export Shareable Content Object Reference Model (SCORM) material;</li> <li>• The e-learning platform can also do the following: <ul style="list-style-type: none"> <li>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);</li> <li>ii. Schedule, operate, and manage classes and enrollments;</li> <li>iii. Incorporate gamification (badges and leader boards) features to motivate learners;</li> <li>iv. Include an online grading and reporting system;</li> <li>v. Provide basic content management features to publish general web pages;</li> <li>vi. Implement a publication workflow to make materials available for access; and</li> <li>vii. Has capabilities to print secure electronic certificates upon successful completion of learning module/course.</li> </ul> </li> </ul>
	<p><b>II. Other Requirements:</b></p> <p>1. Systems Requirements</p> <ul style="list-style-type: none"> <li>1.1 Must be implemented as a web-based system accessible from a standard web browser;</li> <li>1.2 Software deployed must be an established product used by at least three (3) other organizations;</li> <li>1.3 Able to be deployed in-house in a private cloud infrastructure;</li> <li>1.4 Provides a programming software library to allow the implementation of custom features;</li> <li>1.5 Implements an application programming interface (API) for use by third party software systems;</li> <li>1.6 Bundles its own backup scripts and procedures;</li> <li>1.7 Subscription to services, databases, system updates must be included during maintenance and support period; and</li> <li>1.8 All specified features unless provided by third party services must remain functional after expiry or cancellation of maintenance contracts.</li> </ul> <p>2. Services and other requirements</p> <ul style="list-style-type: none"> <li>2.1 Install and configure the e-learning system and required software modules;</li> <li>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);</li> <li>2.3 Facilitate design and development consultation workshops to gather input for the content of the online course;</li> <li>2.4 Present milestones or output per online module for feedback, curation, and correction;</li> </ul>



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><b>3. System/Software Ownership and Copyright</b></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"> <li>1. Development, Installation, Maintenance. And Troubleshooting of the e-Learning Platform</li> <li>2. Provide training sessions/ workshops on operating the e-Learning Management System and developing the course modules: <ol style="list-style-type: none"> <li>a. May be conducted face-to-face or online as determined by the PPP Center.</li> <li>b. In case of face-to-face, the venue will be at the PPP Center office.</li> </ol> </li> <li>3. Submit manuals, tutorials, training materials, and other documentation</li> </ol>
<p>Indicative Timeline</p>	<p>The services will be completed within five (5) months from signing of contract by the winning bidder.</p> <p>Within the given timeframe, the service provider will be required to provide the following:</p> <ol style="list-style-type: none"> <li>1. A work plan with details on the final file formats, equipment, personnel, processes, work activities and other components required to accomplish the project.</li> </ol>

	<p>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:</p> <ul style="list-style-type: none"> <li>a. Portable hard drive(s)</li> <li>b. Read-only DVD discs (as backup)</li> </ul> <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> <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).</p>
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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 : \_\_\_\_\_  
Authorized Signature : \_\_\_\_\_  
Place : \_\_\_\_\_  
Date : \_\_\_\_\_

**FORM OF QUOTATION**

To: **Special Bids and Awards Committee**  
**Public-Private Partnership Center of the Philippines**  
8F Cyberpod Centris One, Eton Centris  
Brgy. Piñahan, Quezon City

We offer to execute the **PPP Center e-Learning Platform Subscription including Learning Management System (LMS) and Course Modules** in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of \_\_\_\_\_ (amount in words and numbers) (\_\_\_\_\_) (name of currency) \_\_\_\_\_. We propose to complete the delivery of goods described in the Contract within the following delivery time from the date of signing the Contract.

Prices and Schedules for Supply

Item No.	Quantity	Unit Price	Total Price	Delivery Time

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the validity of the Quotation and warranty conditions required in the Request for Quotation.

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory \_\_\_\_\_  
Name of Supplier: \_\_\_\_\_  
Address : \_\_\_\_\_  
Phone Number : \_\_\_\_\_  
Fax number, if any \_\_\_\_\_

## **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:



<b>Activity</b>	<b>Requirements</b>	<b>Timeline</b>	<b>Responsible Entities</b>
Submission of Work Plan (including pre-meeting and consultations)	Work Plan, instructional design workshop and consultations	Within <b>8 working days</b> upon signing of contract	e-Learning provider and PPP Center
		Within <b>9 working days</b> upon signing of contract – work plan document and learning design document submission and presentation	e-Learning provider
		Within <b>3 days</b> 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 <b>1 day</b> of approval of work plan	PPP Center
e-Learning modules and system development	e-Learning modules and system	Within <b>45 working days</b> 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 <b>5 working days</b> from submission of e-Learning modules and system	e-Learning provider
Submission of comments, suggestions, inputs	Comments, suggestions, inputs	Within <b>4 working days</b> 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 <b>15 working days</b> from receipt of comments, suggestions, inputs	
Presentation of e-Learning platform and modules to principals	Presentation and approval	Within <b>1 working day</b> 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 <b>10 working days</b> 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 <b>4 working days</b> 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 <b>3 working days</b> from approval of improved/corrected based on the comments, suggestions, inputs from the principals	e-Learning provider
Acceptance of PPP Center		Within <b>5 months</b> 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**

<b>Payment Tranche</b>	<b>Expected Deliverables</b>	<b>Percentage of payment to be released</b>
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