CIVIL SERVICE COMMISSION
Republic of the Philippines

IBP Road, Constitution Hills, Quezon City
Telephone Nos. Telephone Nos. (02) 8931-7935 or 39 Local 508; 8931-7990
Email Add: **csc.ofam.pmd@gmail.com**

Procurement of GOODS

**Development, Installation, Roll-out and Maintenance of
Learning Management System and Delivery
of Related Services**

**Project ID No. 2021-04
PR No. 2021-07-0254**

**Sixth Edition
July 2020**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender.* (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

CIVIL SERVICE COMMISSION
Republic of the Philippines

Constitution Hills, Batasang Pambansa Complex
Diliman 1126 Quezon City, Philippines

INVITATION TO BID FOR
DEVELOPMENT, INSTALLATION, ROLL-OUT AND MAINTENANCE OF LEARNING MANAGEMENT SYSTEM AND DELIVERY OF RELATED SERVICES

1. The Civil Service Commission – Central Office through the Training Fund of CY 2021 intends to apply the sum of **Two Million Two Hundred Thousand Pesos (PHP2,200,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Development, Installation, Roll-out and Maintenance of Learning Management System and Delivery of Related Services** under Project Identification Number 2021-04. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The Civil Service Commission – Central Office now invites bids for the above Procurement Project. Delivery of the Services is required within Two (2) years as specified in the requirement. Bidders should have completed within Five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

   Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the Civil Service Commission – Central Office, through the CSC-BAC/Secretariat and inspect the Bidding Documents at the address given below during 8:00 a.m. to 5:00 p.m.

Due to the implementation of strict quarantine protocols in the National Capital Region, Prospective Bidders are advised to coordinate first with the BAC Secretariat to schedule an appointment before conducting a visit.

5. A complete set of Bidding Documents may be acquired by interested Bidders from August 23, 2021 and onwards from the given address and website(s) below and upon payment of applicable **fee for the Bidding Documents,** pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (PHP5,000.00).** The Procuring Entity shall allow the bidder to present its proof of payment for the fees through a copy of Official Receipt (OR) to be presented by the Authorized Representative.

6. The Civil Service Commission – Central Office will hold a **Pre-Bid Conference** on **August 25, 2021 at 10:30 a.m. through videoconferencing** using Microsoft Teams as platform and shall be open to prospective bidders. Below is the invitation link to the pre-bid conference:

    Link here: https://bit.ly/Bidding-2021-0825

7. Bids must be duly received by the BAC Secretariat through **online or electronic submission** at the email address indicated below on or before **September 9, 2021 at 9:30 a.m.** Late bids shall not be accepted.

    Submission and opening of bids will be done pursuant to the guidelines set forth in GPPB Resolution No. 09-2020 and GPPB Resolution No. 12-2020. Bidders are requested to submit manually the original documents (hardcopy) which shall serve as reference of the BAC on or before September 9, 2021 at 9:30 a.m. in the address indicated below.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. **Bid opening** shall be on **September 9, 2021 at 10:15 a.m.** through videoconferencing via Microsoft Teams using an invitation link below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

    Link here: https://bit.ly/2021-0909A-Bidding

10. Representative(s) of prospective bidders must present an Authorization Letter from their company and must have a valid Identification Card (Company ID or any Government-issued ID).

11. The Civil Service Commission – Central Office reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

    CSC-CO BAC Secretariat
    Civil Service Commission – Central Office
    IBP Road, Constitution Hills, Quezon City

Trunkline No. (02) 8931-7935 or 39, local 508
Direct Line: (02) 8931-7984; Fax No. 8931-8029
Email Address: csc.ofam.pmd@gmail.com

13.   You may visit the following website for downloading of Bidding Documents.

www.csc.gov.ph/procurement or www.philgeps.gov.ph

August 12, 2021

(Original Signed)
ATTY. ARIEL G. RONQUILLO
CSC Assistant Commissioner and
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Civil Service Commission – Central Office wishes to receive Bids for the **Development, Installation, Roll-out and Maintenance of Learning Management System and Delivery of Related Services** with Project ID No. 2021-04.

The Procurement Project (referred to herein as "Project") is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2021 CSC General Fund in the amount of PHP2,200,000.00

2.2. The source of funding is the General Appropriations Act

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

   a. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:

      i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and

      ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within Five (5) years prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

  a. For Goods offered from within the Procuring Entity's country:

   i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

   ii. The cost of all customs duties and sales and other taxes already paid or payable;

   iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

   iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

        i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

        ii. The price of other (incidental) services, if any, as listed in **BDS.**

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until the December 9, 2021. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB.**

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as one Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS.**

21. Signing of the Contract

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the BDS.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	

5.3	For this purpose, contracts similar to the Project shall be:
	
	   a. Provision of Learning Management System
	
	   b. Completed in the Five (5) years prior to the deadline for the submission and receipt of bids.

7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP in Quezon City or the applicable International Commercial Terms (INCOTERMS) for this Project.

14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	
	   a. The amount of not less than **PHP44,000.00**, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	
	   b. The amount of not less than **PHP110,000.00,** if bid security is in Surety Bond.

15	Bidders are requested to submit manually original bid documents (hardcopy) on or before **September 9, 2021 at 9:30 a.m.** at Civil Service Commission – Central Office, IBP Road, Constitution Hills, Quezon City.
19.3	The Project shall be awarded in one Contract.

20.2	For purposes of Post-Qualification the following document(s) shall be required:
	
	   1. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion.
	
	   2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)
	
	   3. Valid and updated PhilGEPS Certificate of Registration (Platinum Membership), if bidder opted to submit the eligibility documents under the Certificate during opening of bids.
	
	In case the notice for the submission of post-qualification documents is sent via the bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check its/his/her email for the purpose.

Section IV. General Conditions of Contract

1. **Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC).**

2. **Advance Payment and Terms of Payment**

   2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

   2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5.   Warranty

5.1   In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2   The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6.   Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	**Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: The delivery terms applicable to this Contract are delivered to Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is Ms. Rubie Nobleza of Civil Service Institute. **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
2.2	Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
4	Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	**Development, Installation, Roll-out and Maintenance of Learning Management System and Delivery of Related Services**	**1 lot**	**1**	**Within three (3) months** services for the LMS web/mobile applications conceptualization, design and development; and **twenty-four (24) months** webhosting and upon issuance of Notice to Proceed.

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
	I. OBJECTIVE The main purpose of the system is for CSC-CSI be able to organize its processes, store and manage relevant data, and provide digital/online learning programs, courses, modules and materials to its clients by: 1. Managing and monitoring the profile, registration and learning progress of the users and subject-matter-experts. 2. Overseeing the delivery of synchronous and asynchronous digital/online learning sessions; and 3. Sharing resources and materials such as training modules, participant manuals, e-books, micro learning videos, course wares, templates, e-certificates, and others. **II. DEFINITION OF TERMS** 1. **Application Programming Interface (API)** – a concept in software technology that allows multiple applications interact with and obtain data from one another. *(altexsoft.com, n.d.)* 2. **Content Authoring Tool** - is a software package which developers use to create and package e-learning content deliverable to end users. *(talentlms.com, n.d.)* 3. **Data encrypted in transit** – protects your data if communications are intercepted while data moves between your site and the cloud provider or between two services. This protection is achieved by encrypting the data before transmission; authenticating the endpoints; and decrypting and verifying the data on arrival. For example, Transport Layer Security (TLS) is often used to encrypt data in transit for transport security, and Secure/Multipurpose Internet Mail Extensions (S/MIME) is used often for email message security. *(cloud.google.com, n.d.)* 4. **Drill-down functionality** – Drill down functionality is an essential feature of interactive self-service analytics. It allows end-users to gain a more in-depth insight into their data, providing granular views of critical information rather than a general overview. *(izenda.com, n.d.)* 5. **Encrypt tenant data at rest** - Encryption at rest is designed to prevent the attacker from accessing the unencrypted data by ensuring the data is encrypted when on disk. If an attacker obtains	

a hard drive with encrypted data but not the encryption keys, the attacker must defeat the encryption to read the data. This attack is much more complex and resource consuming than accessing unencrypted data on a hard drive. For this reason, encryption at rest is highly recommended and is a high priority requirement for many organizations. *(docs.microsoft.com, n.d.)*

6. **Learning Management System (LMS)** - is a software application for the administration, documentation, tracking, reporting, automation and delivery of educational courses, training programs, or learning and development programs. (*Wikipedia*, n.d.)

7. **Learning Objects Metadata (LOM)** - is a data model used to describe a learning object and similar digital resources used to support learning. The purpose of learning object metadata is to support the reusability of learning objects, to aid discoverability, and to facilitate their interoperability, usually in the context of online learning management systems (LMS). *(Wikipedia, n.d.)*

8. **Microlearning Modules** - are asynchronous, bite-sized, stand-alone learning modules that usually span not more than ten minutes but comprehensively address one learning objective. *(CSC MC No. 3, s. 2021)*

9. **SCORM (Shareable Content Object Reference Model)** - is a set of technical standards for eLearning software products. SCORM tells programmers how to write their code so that it can "play well" with other eLearning software. It is the de facto (existing) industry standard for eLearning interoperability. *(scorm.com, n.d.)*

10. **Tin Can APIs** (Application Programming Interfaces) –are standards that define how informal learning activities are tracked and measured by learning record stores (LRS). *(trainingindustry.com, n.d.)*

11. **Usability Criteria** - Refers to the set of criteria which represents how well users can use a system or service in terms of what it can do. This may include; accessibility, functionality, compatibility, user' satisfaction, easy to learn and use, and user interface. *(igi-global.com, n.d.)*

12. **Use Case** - is a list of actions or event steps typically defining the interactions between a role/user and a system to achieve a goal. *(Wikipedia, n.d.)*

13. **User Interface (UI)** - is the point of human-computer interaction and communication in a device. This can include display screens,

keyboards and mouse. It is also the way through which a user interacts with an application or a website. *(techtarget.com, n.d.)*

14. **UTF-8** - is a variable-width character encoding used for electronic communication. Defined by the Unicode Standard, the name is derived from Unicode (or Universal Coded Character Set) Transformation Format – 8-bit. (*Wikipedia*, n.d.)

15. **Web Accessibility Initiative (WAI) - Web Content Accessibility Guidelines (WCAG) (WAI-WCAG 2.0)** – defines how to make Web content more accessible to people with disabilities. Accessibility involves a wide range of disabilities, including visual, auditory, physical, speech, cognitive, language, learning, and neurological disabilities. *(web.accessibility.duke.edu, n.d.)*

III. SCOPE OF SERVICES AND DELIVERABLES

The CSC through CSI requires the services of a Solutions Provider/Web/Mobile App Developer to develop or provide the Learning Management System. Specifically, the Service Provider is expected to deliver the following:

A. Requirements for Services

- Development and/or customization of a cloud-based LMS with maintenance and support services;

- Setup and deploy the LMS;

- Provide administrators' training covering the initial configuration and usage of the LMS environment; and

- 24-month webhosting with flexible and configurable storage and bandwidth up to 10,000 concurrent users.

B. Requirements for the LMS

This section details the use cases/activities, usability criteria, functional, non-functional and logistical requirements for an LMS.

o Supported Use Cases/Activities and Usability Criteria will be assessed based on a demo-environment/proof of concept that should be set up by the Service Provider. The environment should provide clear guidance for the Use Cases/Activities to be conducted by the CSC-CSI evaluation committee;

o Functional, Non-functional requirements will be assessed based on the proposed solution; and

o Logistical Requirements will be assessed based on the proposed Service Level Agreement by the Service Provider.

Supported Use Cases/Activities

The table in **Annex A** provides an overview of the use cases/activities, the LMS must facilitate. The Contractor should provide access to a demo environment that demonstrates the following use cases/activities.

IV. QUALIFICATIONS

It is expected that the Web Designer/Developer/Solutions Provider should have:

1. Developed a system/application related to or similar to LMS for at least 2 major organizations (government and/or private) which are still currently being utilized and maintained by the organization;

2. Proven track record (with at least 3 years of experience in web development and web graphical design) with positive feedback; and

3. Assigned staff(s), with at least 1 organic employee, who are certified Web/Mobile Applications Developer (with an updated/most recent certification from an accredited certifying body).

V. DURATION

Provision of service for the LMS web/mobile applications conceptualization, design and development will be within a period of three (3) months from receipt of Notice To Proceed (NTP).

VI. BUDGETARY REQUIREMENTS

The amount allocated for this project shall not exceed the approved budget of inclusive of all applicable taxes.

For and in consideration of the foregoing services, the CSC shall pay the Developer the said amount (inclusive of taxes) payable upon satisfactory performance of the services. Processing of payment shall commence after receipt of the Billing Statement through the issuance of a Landbank of the Philippines (LBP) check by the CSC.

Any violation of the terms and conditions of this TOR shall entitle the CSC to withhold payment to the Developer.

VII. TAXES

All taxes, fees, charges, imposts, and other legal execution due or that may become due shall be chargeable against the account of the Developer. The CSC as a government collecting agency for the Bureau of Internal Revenue, shall deduct allowable government taxes.

VIII. CONFIDENTIALITY CLAUSE

The Developer shall not, during the term of this engagement and thereafter, disclose any confidential information obtained or acquired by them in connection with the above tasks and deliverables except upon the issuance of written consent by the CSC Chairperson.

The CSC reserves the right to review, test, and approve all the deliverables and reports to be submitted by the Developer prior to the release of the full compensation agreed upon.

Supported Use Cases/Activities

ID	Use Cases/Activities

UCA1	**The LMS shall allow any user to:**
	• Fill-in credentials to log-on as follows:
	    ○ Full Name
	    ○ Birthdate
	    ○ Sex
	    ○ Position
	    ○ Agency
	    ○ Salary Grade
	    ○ Region
	    ○ Sector
	    ○ Email Address
	    ○ Mobile No.
	• Access to lost password functionality (based on e-mails)
	• Go through an E-mail address checking procedure at first log-in
	• Go through a compulsory one-time acceptance of terms and conditions after sign-in (at the first log-in or when terms and conditions have been renewed)
	• Access welcome screen(s)
	• Customize LMS home screen
	• Access overview pane of possible actions
	• Access his/her own profile and the possibility to edit it (change attributes, accept changes, verify e-mail addresses, editable fields can be assigned/selected by the administrator) subject to validation by agency HR
	• User can log-out from the system

UCA2	**The LMS shall allow an Author/Course Creator/SME to:**
	• Create/Edit content
	    o Upload web content (which include any kind of static web content) i.e. e-books, training manual, microlearning modules, Templates
	    o Create SCORM-like (organize uploaded web content, assignment and quizzes produced with the LMS tools in sequential steps) learning paths
	• Set up collaboration and communication tools
	• Use content authoring tools for additional online activities (e.g. quizzes/exams)

ID	Use Cases/Activities

UCA3	**The LMS shall allow a Trainee/Participant to:**
	
	• View/Export L&D Plan
	• Register for a specific course
	• Upload proof of payment
	• View L&D list of courses for which participant is registered (can be browsed, sorted, and filtered)
	• Start/Continue/Complete training
	    ○ Access a course (enter specific learning path)
	    ○ Browse module content
	    ○ Take quiz/exam
	    ○ Download training documents
	    ○ Upload training documents
	    ○ Evaluate course
	• Use communication and collaboration tools:
	    ○ View/post a message in a training forum
	    ○ Access instant messaging tool
	• View recent activity, including
	    ○ Assessment results
	    ○ Completed trainings
	    ○ Training hours earned
	    ○ Last log-in
	    ○ Time spent in trainings
	• Access repository of obtained certificates, badges

UCA4	**The LMS shall allow a Subject Matter Expert (SME) to:**
	
	• View/Export SME L&D Plan
	• Set viewing/editing permissions on training materials and LMS tools in the training
	• View and manage L&D course
	    ○ Assessment tools (the ability to give a score and/or a comment) for all participants' assignments online
	        ▪ View, comment & score uploaded training documents
	        ▪ Add comments for other trainee's online activity
	    ○ Assessment tool for external activities
	        ▪ Adding score and comment for external activity (outside the LMS) for each participant (e.g. an activity during a synchronous session)
	    ○ Assessment/Exam/Quiz Results
	        ▪ View quiz/exam results
	        ▪ Review results of automatically scored quizzes/exams
	        ▪ Comment on results (provide individual feedback) for a general quiz/exam and for individual questions
	        ▪ Score participants progress

ID	Use Cases/Activities

UCA4	O Monitoring/Reporting
	    ▪ View details of participant
	    ▪ View progress, time spent on training
	    ▪ Customize an analysis report subject to validation by CSI Administrator
	    ▪ View and download reports
	O Use Communication and collaboration tools
	    ▪ Moderate forums (post, delete, amend messages)
	    ▪ View forum messages
	    ▪ Make forum announcements
	o Module elements
	    ▪ Hide/Unhide elements
	o User Group management tools
	    ▪ Create user groups
	    ▪ Manage user groups permissions
	    ▪ Select available tools for each group
	    ▪ Moderate activities related to available tools (e.g. moderate discussions in a group forum)
	    ▪ Follow activities related to available tools
	o Release/publish documents (release general feedback)
	• Sign-up as participant

UCA5	The LMS shall allow Course Administrator to:
	• Open, manage and close registration
	• Confirm and deny registration
	• Directly enroll users in L&D sessions
	• Create groups and sub-groups of participants ("classes") and register "classes" at once to trainings
	• Create/Edit/Delete module environment
	• Send notification for specific group/target audience (through emails and/or messages on the home page)
	• Use monitoring tool
	• Monitor Collection
	• Update status of payment per trainee
	    (Collection of payment will trigger confirmation of registration or subscription)
	• Manage L&D sessions
	    o View/Export SME L&D Plan
	    o Set viewing/editing permissions on training material and LMS tools in the training
	O Manage certificate
	    ▪ Edit and send/deliver certificate of completion
	    ▪ Edit and send/deliver module completion certificate
	O Monitoring/Reporting
	    ▪ View details of participants
	    ▪ View progress, time spent on training
	    ▪ Customize an analysis report

ID	Use Cases/Activities

	▪ View and download reports
	O Use Communication and collaboration tools
	    ▪ Moderate forums (post, delete, amend messages)
	    ▪ View forum messages
	    ▪ Make forum announcements
	  o Module elements
	    ▪ Hide/Unhide elements
	o Course updating/editing
	    ▪ Change timeline
	    ▪ Set/update deadlines
	    ▪ Send the deadlines documents/information to the training participants
	    ▪ Create, edit activities on course agenda/plan
	    ▪ List trainees participating in a course
	  o User Group management tools
	    ▪ Create user groups
	    ▪ Manage users groups permissions
	    ▪ Select available tools for each group
	    ▪ Moderate activities related to available tools (e.g. moderate discussions in a group forum)
	    ▪ Follow activities related to available tools
	  o Release/publish documents (release general feedback)
	• Sign-up as participant

UCA6	The LMS shall allow CSCRO Focal Person/Partner Agency HRMO: • Enroll users in L&D sessions • Create groups and sub-groups of participants ("classes") • Send notification for specific group/target audience (through emails and/or messages on the home page) • Use monitoring tool • Monitor Collection • May be assigned Course Administration role temporarily for specific courses • Sign-up as participant

Usability Criteria

The following is a list of usability criteria for the LMS environment:

ID	Usability Criteria
C1	Website will be tested for compatibility with common operating systems, browsers and monitor resolutions.
C2	Site is easily navigable, usable and can display CSC/CSI branding with CSC logo, icons and narratives. The user interface should appeal to a positive mind-set of the end-users with sounds, visuals and language targeted at the end-user audience.

ID	Usability Criteria
C3	Simplicity, cleanliness of visual design, and user-friendliness will be high-priority considerations at each stage of the design process. Consistency of the user interface across various modules of the LMS environment (e.g. lay-out, terminology, look-and-feel, style sheets). Intuitive and recognizable, state-of-the-art user interface that is built around a common set of design principles.
C4	Simplicity attained through reduction of the number of visual and functional elements available in a single screen to the minimum requirement for the tasks at hand.
C5	Ability to provide detailed and meaningful error-messages to end-users.
C6	Fault tolerance; the user can easily undo an action or request for confirmations on sensible actions as deleting elements
C7	Fit-for-purpose; the user can execute the must have functionalities with a minimum number of actions
C8	Feedback; the LMS continuously provides contextual information to the user including explanations when an expected action could not be completed.
C9	Flexibility; users can use various interaction commands (e.g. click, drag and drop, keyboard) to complete tasks and adjust the interface to meet their specific preferences (text font size, colors, language, ...)
C10	Controllability; the interface meets the "select-then-operate" principle to ensure the users play an active role in using the system. This implies that the user first decides on what he/she wants to operate on (e.g. training, profile,…) before specific actions related to that object become available.

Functional Requirements

The functional requirements expected by CSC-CSI for these services are described as follows:

Authentication and Authorization Management

ID	Requirement
A1	Ability to create and edit user profile • Edit user information/credentials • Edit/recover password • Administrators can set permissions to edit/lock user information
A2	Ability to define and add several custom fields in User Profile
A3	The LMS distinguishes between multiple roles: • Site Administrator • Course Administrator • CSCRO Focal Person/Partner Agency HRMO • Subject Matter Expert • Participant

	• Author/Course Creator
A4	Ability for administrator to limit the permissions of Session and User Managers to a defined group of users/ trainings
A5	Ability to perform an advanced search for users, based on all information fields of users' profiles
A6	Ability to import batches of users and register them in the LMS automatically (e.g. csv/xml files import)
A7	Ability to import participant's data from an e-learning platform
A8	Handle customizable prerequisites during registration: • Custom welcome screen • Mandatory acceptance of terms and conditions • E-mail address validation

Sign-up Management

ID	Requirement
R1	Sign-up users in different generic roles (Participant/SME/CA/CSCRO Focal Person/Partner Agency HRMO/Site Admin)
R2	Permit self-enrolment
R3	Permit batch enrolment in trainings by administrators (e.g. csv/xml files import).
R4	Scheduling periods where participants are enrolled in training
R5	Automated notifications via e-mail to SMEs and participants when registering for trainings
R6	Send pre and post-event notifications/templates
R7	Customization of the e-mail templates for notifications
R8	Logging of e-mail notifications (access to emails sent by the LMS)

Learning Content Authoring Tooling

ID	Requirement
L1	Ability to create a training module
L2	Edit and create various fields of module information (customized by LMS administrator): • Name and Identifier • Version • Language • Contact Person

ID	Requirement
	• Custom additional fields
L3	Learning content creation tools included/compatible with the LMS
L4	Upload and use interactive and multimedia web content created using third party applications (e.g. Microsoft PowerPoint, etc.)
L5	Direct integration of various type of sources (PDFs, Videos, etc.) in learning objects ("Mashups")
L6	The ability to import/export parts of a module across modules
L7	Define common parts for several modules that can be edited centrally (e.g. surveys, introductions)
L8	Define and re-use Learning Objects Metadata (LOM)
L9	Import of Sharable Courseware Object Reference Model (SCORM) and/or Tin Can compliant content
L10	Revision, tracking and version control at the level of modules
L11	The content authoring tools deliver content in mark-up and programming languages that can be used on a variety of browsers, operating systems and platforms specified under 'Technology Compatibility, TP1'

Exams, Quizzes and Surveys

ID	Requirement
E1	Create exams, quizzes and surveys
E2	Create questions pools usable in exams, quizzes and surveys
E3	Create questions supporting multiple response formats • Multiple choice (single or multiple responses) • True/False • Single response (e.g. fill-in the blank) • Enumeration • Essay or Open-ended questions
E4	Set parameters for exams and quizzes: • Duration • Number of attempts allowed • Feedback strategies (no feedback given before publishing by the SME, feedback given at the end of the exam showing the right answers, feedback after each question)

ID	Requirement
	• Passing scores (minimum thresholds to pass)
E5	Support for the following types of questions: • Short Open-ended questions with automatic feedback • Matching lists
E6	Support for customizable feedbacks to answers

E7	Support multiple alternative response formats
	• Prioritization questions, e.g.
	   o Sliders
	   o Ordering options
	   o Distribute 100% across multiple options (percentage scoring)

E8	Support multiple alternative response formats, e.g. • Automated validation of open text responses using text analysis mechanisms • Questions with graphical interfaces (drag and drop, zone selection, etc.)
E9	Collect, tabulate and analyze exam, quiz and survey results
E10	Customize scoring model for exams and exercises by adapting weightings and distribution of the scores for each question
E11	Completed exams are automatically scored by the system (except for open questions), the scores and feedback given can be customized by the SME
E12	Integrated reporting on completed exams, quizzes, exercises and surveys
E13	Trainees can compare their exam results to the correct answers
E14	Provide functionality for surveys (anonymous) • Author/SME is able to create, publish and edit surveys • Author/SME can consult and export results to Microsoft Excel, CSV, XML or similar formats • Author/SME is able to define the target audience for the survey

L&D Session Management

ID	Requirement
LD1	Edit and create various fields of training session information (customized by LMS administrator): • Session Identifier

	• Session type (among types defined by the administrator) • Category (among categories created by the administrator) • SMEs • Organizing institution • Additional custom fields
LD2	The LMS automatically distributes notifications related to learning activities to different users: • SMEs • participants • authors/creators
LD3	Ability to schedule L&D sessions and with option to lock modules until pre-requisite modules have been completed

Scheduling

ID	Requirement
S1	L&D Plan for trainees/participants, SMEs and administrators, showing training events
S2	Ability to create an L&D Plan appointment in the LMS
S3	When planning a learning activity, there is the ability to check for conflicts in the L&D Plan (in the LMS) of the trainee/participant (e.g. double booking)
S4	Ability to export L&D plan/agenda events in common formats (PDF, DOC) including formats for re-importation of L&D events

L&D Session Execution

ID	Requirement
LS1	Ability to connect to video conferencing applications
LS2	Ability for participants to use live chat during training
LS3	Ability for participants to see what they have already completed and resume their work when they re-enter a course
LS4	Ability for participants or SMEs to search for a text (string) in courses
LS5	Ability for trainees to take notes during trainings and the possibility to download them afterwards

Group, Communication and Collaboration Management

ID	Requirement
GC1	Search function querying every field of user's profiles
GC2	User group management based on profile data
GC3	Define scope and use of communication tools for specific user groups
GC4	Provide functionality for Forums: • SME/CA can start forum discussions • SME/CA and Participant can post messages in formatted text with a WYSIWYG (What You See, Is What You Get) editor • SME/CA can apply different privileges for trainees to create or just reply to existing threads • Participant can attach images, documents and define hyperlinks

Tracking

ID	Requirement
TR1	SME can check detailed progress and results of participants
TR2	SME should be able to receive notifications of tracked learning activities (e.g. document uploaded by participants, assignment completion, message posted in a forum, etc.) Track all e-learning activities (completion of exercises, assignments, messages posted in forums, time spent, etc.) by each user
TR3	Track a variety of alternative learning activities: • Assignments • On-the-Job Training • Action Plans
TR4	Automatic assignment and progress tracking of learning activities
TR5	Training completion and certification tracking
TR6	CA and SMEs can manually edit tracking and completion data for a participant
TR7	CA can access tracking data on SME activities during training
TR8	Maintain and report on the attendance of trainees

Reporting and Analysis

ID	Requirement
RA1	Capability to export reporting and tracking data to Microsoft Excel, CSV, XML or other standard formats
RA2	Selection of different reporting scope (all the assessments/ per exam, per user/all users/selected users, etc.)
RA3	Drill-down functionality in interactive reports
RA4	Reports include but are not limited to: • number of participants per month or year/ per training/per region/ per year/ per sector/ per organizing institution/per type of session/ per curriculum • number of participants/per status of completion, per region, per sector • number of L&D sessions per module/ per year/ per agency/ per organizing institution/
RA5	Reports include visual presentations (dashboards, charts, etc.) in the following formats: • Pie charts • Bar charts • Line charts • Column charts with trend lines

Certification Management and Skills Development

ID	Requirement
CM1	Ability for Site Administrator, CA, CSCRO Focal Persons and Agency HRMO to access, filter and sort all history data for all users (e.g. participation to trainings, role in trainings, other changes in profile data, etc.)
CM2	Ability for Site Administrator and CA to create, edit and design certificates (e.g. attendance certificates, certificates of completion)
CM3	CA defines conditions for obtaining a certificate (e.g. based on assessment tool)
CM4	Ability for participants to access a repository of obtained certificates and badges
CM5	Automatic authentication mechanism of certificates (e.g. using QR code on the certificate & web-link for its verification)

CM6	Ability to create individual learning pathway with completion due dates
CM7	Ability to define skills and relate them to learning activities
CM8	Ability to conduct skills/competency gap analysis (comparison of difference between current skills/competency and skills/competency required for a training)

Non-Functional Requirements

The non-functional requirements expected by CSC-CSI for these services are described in the following sections:

Compliance and Legal

ID	Requirement
CL1	The Service Provider clearly describes in the contract what support entitlements are included (response time, number of permitted contacts, time to repair etc.). The Service Provider commits to these for the duration of contract (and also commit to the agreed service levels)
CL2	Users can access the LMS environment from various clients (devices and operating systems) under the same user license (active user licensing)
CL3	All content produced in the LMS is owned (copyrighted) by CSC
CL4	Commit to provide all termination assistance to facilitate an orderly migration of the service of its platform and disclose all the information needed for the client to perform such migration to another provider or back in house (for example provide list of customizations, platform code to assess its portability, data format etc.)
CL5	Upon termination (whatever the cause), the Service Provider commits to maintain the CSC-CSI's LMS availability for an agreed period of time (60 days at a minimum, ideally 90 days) to ensure that CSC-CSI has enough time to migrate its data off the LMS solution as well as test data integrity once the migration (either back in house or to another solution) is completed

Maintainability and Accessibility

ID	Requirement
M2	CSC-CSI requires the ability to download a full copy of the data in the LMS environment on request

Interface Design and Internationalization

ID	Requirement
IDI1	The LMS environment supports working in different time zones
IDI2	Support of universal character sets, such as UTF-8 and/or Unicode, to support: • Input in various languages, spellings and keyboards • Output on varying screen and paper sizes
IDI3	Accessibility to support people with disabilities
IDI4	The interface in compliance with WAI- WCAG 2.0

Scalability

ID	Requirement
SC1	The LMS continues to perform as agreed on the SLA as the number of active users and load conditions increase over time. Concurrent Users: 10k Active users: 20k Registered Users: 100k
SC2	The Service Provider acknowledges and agrees that system's computational resources (e.g. disk space, network throughput, CPU cycles), should be scaled to meet the expected performance on a given moment of the LMS lifecycle.

Technology Compatibility

ID	Requirement
TC1	The LMS environment provides a browser interface that is compatible with the latest two major versions of: • Microsoft Internet Explorer • Apple Safari • Google Chrome • Mozilla Firefox
TC2	The browser user interface of the LMS environment should work fluently from desktop, tablet and smartphone environments.
TC3	No plugins are required to support for LMS interface and functionalities
TC4	There is a native iOS, Android and Windows app to access the LMS environment

Documentation

ID	Requirement
D1	User manual and reference guide (in electronic format) are provided targeting various user groups, and covering all functionalities of the LMS: • End-users (Participants/Author or Course Creator/SMEs/Course Administrators) • Site Administrators
D2	System security plans for the LMS environment are provided
D3	Business continuity plan and procedures are provided
D4	Source Code

Security

ID	Requirement
SE1	Role based access control for Service Provider employee access, including audit trail and role compliance visible to CSC-CSI
SE2	Administrative access and actions audit logs referring to manipulation of content, data and user information
SE3	API/Open interfaces are secured and encrypted
SE4	Documented intrusion prevention and detection capabilities
SE5	Encrypt tenant data at rest (on disk/storage)
SE6	Data encrypted in transit

Logistical Requirements

Logistical requirements refer to user support, documentation, administration and operational management of the Learning Management System.

It includes the following activities:

- Technical support assistance
  - User help and coaching concerning the use of LMS environment
  - Keep user documentation up-to-date
  - LMS help-desk for administrators
  - Management of support activities
  - Reporting of support activities
  - Conception of user documentation

- **Installation and maintenance of LMS environment**

  - Installation, maintenance and configuration of application of all components needed for the LMS environment (e.g. databases, data source,

user directories, etc.)

CSC-CSI requires the Service Provider to guarantee the above activities via a support service as part of the proposed solution and included in the contract price agreed for the LMS environment usage. The proposed Service Level Agreement should meet the following minimum requirements:

ID	Requirement
LR1	The LMS service availability is above 99% on a 24/7 basis.
LR2	It is required that full availability is re-established within 24 hours after a disaster.
LR3	Application backups should be available to CSC-CSI and should be performed both at application and database level on a daily basis to ensure no more than 24 hours of data is lost.
LR4	If in case, there is a need to increase the capacity temporarily the adjustment shall be provided by the Service Provider with no additional cost.
LR5	For technical support, the Service Provider provides a mail or ticketing system with a single point of contact.
LR6	Conduct review/assessment of project's performance after year 1 and provide report.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

or

☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,

and

☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;

and

☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

or

Original copy of Notarized Bid Securing Declaration; **and**

☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-

sales/parts, if applicable; **and**

☐ (i) Original duly signed Omnibus Sworn Statement (OSS);

and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

☐ (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

☐ (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

☐ (m) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (n) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

☐ (o) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

☐ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Section IX. Bidding Forms

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

Bid Form

Date: _____

Project Identification No.: _____

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform] [description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties],* which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No._____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION
Project Identification No.: *[Insert number]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

   a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
   b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
   c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of *[month]* *[year]* at *[place of execution]*.

<div align="right">

[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

</div>

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

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20_____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.   In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2.   The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:

   i.   Philippine Bidding Documents (PBDs);
      i.   Schedule of Requirements;
      ii.   Technical Specifications;
      iii.   General and Special Conditions of Contract; and
      iv.   Supplemental or Bid Bulletins, if any

   ii.   Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

   Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

   iii.   Performance Security;

   iv.   Notice of Award of Contract; and the Bidder's conforme thereto; and

   v.   Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and**

<u>Warranty Security, shall likewise form part of the Contract.</u>

3.   In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4.   The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

<table>
<tr><td>_____
[Insert Name and Signature]</td><td>_____
[Insert Name and Signature]</td></tr>
<tr><td>_____
[Insert Signatory's Legal Capacity]

for:</td><td>_____
[Insert Signatory's Legal Capacity]

for:</td></tr>
<tr><td>_____
[Insert Procuring Entity]</td><td>_____
[Insert Name of Supplier]</td></tr>
</table>

<u>Acknowledgment</u>
[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

   [If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

   [If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

   [If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

   [If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

   a. Carefully examining all of the Bidding Documents;
   b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
   c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
   d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

   a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
      i. Procuring Entity has no claims filed against the contract awardee;
      ii. It has no claims for labor and materials filed against the contractor; and
      iii. Other terms of the contract; or

   b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of [month] [year] at [place of execution].

<div align="right">

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

</div>

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

Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid

Business Name: _____

Business Address: _____

A. Government

Nature of Contract (Project Title)	a. Owner's Name b. Address c. Contact Nos.	Project Cost	Bidder's Role		a. Date Awarded b. Date Started	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
			Description	%	c. Target Date of Completion	Planned	Actual	
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

B. Private

Nature of Contract (Project Title)	a. Owner's Name b. Address c. Contact Nos.	Project Cost	Bidder's Role		a. Date Awarded b. Date Started	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
			Description	%	c. Target Date of Completion	Planned	Actual	
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

Note: *The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) **Contract or Purchase Order**, (b) **Official Receipt(s) or Sales Invoice** or (c) **User's Certificate of Acceptance/Completion***

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid

Business Name: _____

Business Address: _____

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address				b. Date Started
	c. Contact Nos.		Description	%	c. Date Completed
	a.				a.
	b.				b.
	c.				c.

Note: *The following documents must be attached to support this statement: (a)* **Official Receipt(s) or Sales Invoice** *or (b)* **User's Certificate of Acceptance/Completion**

Name of Bidder: **_____**

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Republic of the Philippines

gppb

Government Procurement Policy Board