

# **PHILIPPINE BIDDING DOCUMENTS**

## **PROCUREMENT OF SERVICE PROVIDER FOR SETTING-UP OF COMPREHENSIVE LEARNING RESOURCES PORTAL FOR DEPED NCR - REBIDDING PB CLMD 2025-005**



**Department of Education**  
**NATIONAL CAPITAL REGION**  
Misamis Street, Bago Bantay, Quezon City  
Email Address: [procurement.ncr@deped.gov.ph](mailto:procurement.ncr@deped.gov.ph)



## INVITATION TO BID FOR THE PROCUREMENT OF SERVICE PROVIDER FOR SETTING-UP OF COMPREHENSIVE LEARNING RESOURCES PORTAL FOR DEPED NCR - REBIDDING

1. The *Department of Education – National Capital Region (DepEd NCR)* intends to apply the sum of **TWO MILLION THREE HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED PESOS (PHP2,335,200.00)** being the ABC to payments under the contract for the *Procurement of Service Provider for Setting-Up of Comprehensive Learning Resources Portal of DepEd NCR-Rebidding/PB CLMD 2025-005*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DepEd – NCR* now invites bids for the above Procurement Project. Delivery of the Goods/Services required is *ten (10) days from the receipt of the Notice to Proceed*. 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.
  - a. 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 *DepEd - NCR* and inspect the Bidding Documents at the address given below during **8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents can be accessed at Agency’s website at <https://www.depedncr.com.ph/invitation-to-bid/> or may be acquired by interested Bidders starting **January 24, 2025** by requesting the PDF copy through the DepEd – NCR BAC Secretariat at email address: ***procurement.ncr@depd.gov.ph*** and upon payment of the applicable fee for the Bidding Documents in the amount of *Five Thousand Pesos (Php5,000.00)*, pursuant to the latest Guidelines issued by the GPPB, in the amount per lot indicated in the TOR.

The Prospective Bidders shall accomplish the bidder’s information survey through this link <http://bit.ly/NCR-BiddersInformationSheet>. An Order of Payment shall be secured from the Procurement Unit for the payment of the Bidding Documents fee for the issuance of Official Receipt at the Cashier’s Office of DepEd NCR.

6. The *DepEd – NCR* will hold a Pre-Bid Conference<sup>1</sup> on **January 27, 2025 – 2:00 PM** via Google Meet Platform, which shall be open to all prospective bidders. The meeting link will be sent to your email address upon notification.
7. Bids must be duly received by the BAC Secretariat both (i) manual submission at the office address indicated below, (ii) through courier on or before **12:00 Noon of February 7, 2025**. Late bids shall not be accepted.
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 **February 7, 2025 – 2:00 PM** at DepEd – NCR Conference Hall and via **Online Platform** for bidders' representatives who choose to attend the activity. Further instructions on the submission and opening of bids is stated in **ITB** Clause 16.
10. The *DepEd - NCR* 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.
11. For further information, please refer to:

*The BAC Secretariat/Procurement Unit  
Misamis Street, Bago Bantay, Quezon City  
Email Address: [bac.ncr@deped.gov.ph](mailto:bac.ncr@deped.gov.ph) or [procurement.ncr@deped.gov.ph](mailto:procurement.ncr@deped.gov.ph)*

January 22, 2025

  
**CRISTITO A. ECO**  
BAC Chairperson

## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity wishes to receive Bids for the *Procurement of Service Provider for Setting-Up of Comprehensive Learning Resources Portal of DepEd NCR-Rebidding*, with identification number *PB CLMD 2025-005*

The Procurement Project (referred to herein as “Project”) is composed of procurement of *Setting-Up of Comprehensive Learning Resources Portal*, the details of which are described in Section VII (Technical Specifications).

### **2. Funding Information**

2.1. *Government of the Philippines (GOP) General Appropriation Act (GAA) for CY 2024 in the amount of PHP2,335,200.00*

2.2. The source of funding is *GOP GAA CY 2024*.

### **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 exceeding those allowed under the rules may participate pursuant to:

Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

- 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:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 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

- 7.1. 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 *{[insert if applicable]}* 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 in three (3) copies, original copy & copies 1 & 2**

- 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 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 in three (3) copies, original copy & copies 1 & 2**

- 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.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **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 the **BDS**.
- 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 the **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<sup>2</sup> 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 *120 calendar days*. 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**

- 16.1. 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**.
  - a. Bids can be submitted manually or through mail courier or registered mail, the indicated date of receipt of the postal service or courier service shall be considered as date of submission to the BAC concerned, without prejudice to any verification during the post qualification.
  - b. Send hard copy via courier, on condition that the BAC Secretariat will be provided with the proof of waybill and the hard copies of the documents must be received by the BAC Secretariat before the actual opening of bids.
  - c. Any bid modification shall likewise be submitted, provided that it is done before the deadline for submission and receipt of electronic bids. The actual time of bid submission shall be the time reflected in the mail of the bidder.

## **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**

- 18.1. 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 Entity's 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 may be. In this case, the Bid Security as required by **ITB** Clause 14 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 follows:  
  
Option 1 – 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**

- 20.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions.
- 20.2. **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](#) including proofs of payment from SSS, PhilHealth and Pag-Ibig Fund.**
- 20.3. Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.
- 20.4. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

- 20.5 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 20.6 A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 20.7 Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 20.8 In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

## **21 Signing of the Contract**

- 21.1. 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*

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>Similar contracts pertain to contract related to <i>Setting-Up of Comprehensive Learning Resources Portal</i></p> <p>Completed prior to the deadline for the submission and receipt of bids.</p>
12	<p>The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
14.1	<p>The bid security shall be in the form of, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. A notarized Bid Securing Declaration (BSD) or</li> <li>b. The amount of not less than the <i>equivalent to two percent (2%) of ABC or Php46,704.00</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>c. The amount of not less than <i>equivalent to five percent (5%) of ABC or Php116,760.00</i>, if bid security is in Surety Bond.</li> </ul>

## ***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 issuance, 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 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 Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section VII (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*

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>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:</p> <p><i>The delivery site is DepEd NCR Regional Office Proper. The delivery period is 10 calendar days.</i></p> <p>“The delivery terms applicable to this Contract are delivered to <i>DepEd NCR</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>LRMS-CLMD of DepEd NCR</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. 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</li> </ul>
	<ul style="list-style-type: none"> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul>

f. *[Specify additional incidental service requirements, as needed.]*

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.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

*Select appropriate requirements and delete the rest.*

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

**Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the

	<p>remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity : <i>DepEd - NCR</i>  Name of the Supplier :  Contract Description : <i>Procurement of Service Provider for Setting-Up of Comprehensive Learning Resources Portal of DepEd NCR-Rebidding</i>  Final Destination : <i>DepEd NCR Regional Office Proper</i>  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>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.</p> <p>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.</p>



	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

## *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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity Intended per Lot</b>		<b>Total</b>	<b>Delivered, Weeks/Months</b>
	<i>Procurement of Service Provider for Setting-Up of Comprehensive Learning Resources Portal of DepEd NCR-Rebidding/PB CLMD 2025-005</i>	<b>1</b>	<b>lot</b>	<b>1 lot</b>	<b>10 CD</b>

## *Section VII. Technical Specifications*

<b>Item</b>	<b>Specification</b>	<b>Statement of Compliance</b>
		<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
	<p><b>Procurement of Service Provider for Setting-Up of Comprehensive Learning Resources Portal of DepEd NCR-Rebidding/PB CLMD 2025-005</b></p> <p><i>Please refer to the attached Terms of Reference (TOR).</i></p>	

# ***Section VIII. Checklist of Technical and Financial Documents***

## **I. TECHNICAL COMPONENT ENVELOPE**

### ***Class "A" Documents***

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

#### Technical Documents

- (b) 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**
- (c) 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 supported by NOA, NTP, Contract/Job Order and Certificate of Completion or Acceptance; **and**
- (d) 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**
- (e) Conformity with the Technical Specifications shall include production/delivery schedule, manpower requirements, and/or after-sales/parts, and Statement of Compliance to the Technical Specifications; **and**
- (f) 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

- (g) 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**
- (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).  $NFCC = [(Current\ Asset\ minus\ Current\ Liabilities) \times K]$  minus the value of all outstanding projects under on-going contracts, including awarded contracts;

Where K is 15

**or**

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

**Class "B" Documents**

- (i) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  
**and**  
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**

- (j) Original of duly signed and accomplished Financial Bid Form; **and**  
 (k) Original of duly signed and accomplished Price Schedule(s).

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

- (l) [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.  
 (m) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**Prospective bidders are advised to utilize forms downloaded from the GPPB website at <https://www.gppb.gov.ph/downloadables.php> or through this link: <https://tinyurl.com/2s3n3eef> or QR Code:**



# TECHNICAL SPECIFICATIONS

## Setting-Up of Comprehensive Learning Resources Portal for DepEd NCR

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### 1. Front-End Data Visualization Website

#### Objective

To create an intuitive and interactive website that allows DEPED-NCR administrators, educators, and stakeholders to visualize key educational data, facilitating informed decision-making and policy formulation.

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#### Technology Stack

- **Frontend Framework:** WordPress (PHP-based Content Management System)
  - **Data Visualization Libraries:** Chart.js, D3.js, or Highcharts (JavaScript libraries)
  - **Backend:** PHP (WordPress core), with custom plugins as needed
  - **Database:** MySQL or MariaDB (managed by WordPress)
  - **APIs:** RESTful APIs for data integration
  - **Hosting:** Cloud-based servers (AWS, Google Cloud, or DigitalOcean)
  - **Version Control:** Git and GitHub or GitLab
  - **Continuous Integration/Deployment (CI/CD):** Jenkins or GitHub Actions
  - **Monitoring Tools:** New Relic or Google Analytics
- 

#### Key Components

1. **Custom WordPress Theme:** Tailored to DEPED-NCR branding with responsive design for mobile and desktop users.
  2. **Data Management Plugin:** A custom WordPress plugin to handle data import, processing, and storage.
  3. **Interactive Dashboards:** Pages displaying various graphs and charts, with filtering and sorting capabilities.
  4. **User Roles and Permissions:** Different access levels for administrators, data analysts, and general users.
  5. **Search Functionality:** Advanced search to locate specific data points or reports.
-

## Core Features

- **Interactive Graphs and Charts:** Visualization of enrollment data, student ages, locations, and other metrics.
  - **Data Filtering and Sorting:** Users can filter data by region, school, year, or other relevant criteria.
  - **Real-time Data Updates:** Automatic syncing with data sources to ensure the latest information is displayed.
  - **Responsive Design:** Optimized for various devices, including desktops, tablets, and smartphones.
  - **Multi-language Support:** Option to display content in multiple languages if required.
- 

## Data Sources

- **DEPED Regional Databases:** Integration via RESTful APIs to fetch real-time data.
  - **CSV/Excel File Uploads:** Manual data uploads by administrators for datasets not available through APIs.
  - **External APIs:** Integration with other educational data providers if necessary.
- 

## Implementation Details

- **Data Integration:**
    - **API Integration:** Set up secure API connections to DEPED regional databases.
    - **Data Validation:** Implement validation rules to ensure data integrity during import.
  - **Custom Plugin Development:**
    - **Data Import Module:** Allows admins to upload CSV/Excel files.
    - **Data Processing Module:** Transforms raw data into formats suitable for visualization.
    - **Cache Management:** Implement caching strategies to improve performance.
  - **Frontend Development:**
    - **Theme Customization:** Develop a child theme based on a stable parent theme.
    - **Visualization Components:** Use JavaScript libraries to create interactive charts.
    - **Responsive Design:** Ensure the website is mobile-friendly.
- 

## Endpoints

- **Data Retrieval APIs:**
  - GET /api/data/regions: Fetch data for all regions.
  - GET /api/data/regions/{region\_id}: Fetch data for a specific region.
  - GET /api/data/schools/{school\_id}: Fetch data for a specific school.

- **Data Management APIs:**
    - POST /api/data/upload: Upload new data via CSV/Excel.
    - PUT /api/data/update/{data\_id}: Update existing data entries.
    - DELETE /api/data/delete/{data\_id}: Remove data entries.
  - **Authentication APIs:**
    - POST /api/auth/login: User login.
    - POST /api/auth/logout: User logout.
- 

## Development Workflow

1. **Planning and Requirement Analysis:**
    - Gather detailed requirements from DEPED-NCR stakeholders.
    - Define project scope, milestones, and deliverables.
  2. **Design Phase:**
    - Create wireframes and mockups for the website.
    - Design database schemas and API structures.
  3. **Development Phase:**
    - Set up development environments.
    - Develop custom WordPress theme and plugins.
    - Implement frontend components using JavaScript libraries.
  4. **Testing Phase:**
    - Unit Testing: Test individual components for functionality.
    - Integration Testing: Ensure all components work together seamlessly.
    - User Acceptance Testing: Collect feedback from DEPED-NCR representatives.
  5. **Deployment Phase:**
    - Prepare production environment.
    - Migrate the website to the live server.
    - Perform final testing.
  6. **Maintenance and Support:**
    - Monitor performance and fix bugs.
    - Provide training to DEPED-NCR staff.
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## Security Considerations

- **Data Encryption:** Use HTTPS/SSL for all data transmission.
  - **Authentication and Authorization:** Implement robust user authentication with role-based access control.
  - **Input Validation:** Protect against SQL injection and cross-site scripting (XSS) attacks.
  - **Regular Updates:** Keep WordPress core, themes, and plugins updated.
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## Performance Optimization and Scalability



- **Caching Mechanisms:** Implement server-side caching and use caching plugins.
  - **Content Delivery Network (CDN):** Use CDNs to serve static assets efficiently.
  - **Database Optimization:** Regularly optimize the database and use indexing.
  - **Load Balancing:** Configure load balancers to distribute traffic evenly.
  - **Scalable Infrastructure:** Utilize cloud services that allow scaling resources based on demand.
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## 2. eBook System for Remote Learning

### Objective

To develop a secure and scalable eBook platform where students can access educational materials remotely, ensuring continuous learning during class suspensions or emergencies.

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### Technology Stack

- **Backend Framework:** Laravel (PHP)
  - **Frontend Framework:** Blade templating engine or Vue.js
  - **Database:** MySQL or PostgreSQL
  - **Storage:** AWS S3 or Azure Blob Storage for file storage
  - **Authentication:** Laravel Sanctum or Passport for API authentication
  - **APIs:** RESTful APIs for mobile app integration (if needed)
  - **Push Notifications:** Firebase Cloud Messaging or Twilio
  - **Version Control:** Git and GitHub or GitLab
  - **CI/CD:** Jenkins or GitHub Actions
  - **Monitoring Tools:** New Relic, Sentry
- 

### Key Components

1. **User Management System:**
  - Student Registration and Login
  - Password Recovery
  - Profile Management
2. **Content Management System (CMS):**
  - Uploading and Organizing Educational Materials
  - Categorization by Subject, Grade Level, and Region
  - Version Control for Materials
3. **Access Control:**
  - Role-Based Permissions (Students, Teachers, Administrators)
  - Secure Content Delivery with Pre-Signed URLs
4. **Notification System:**

- Alerts for Class Suspensions
  - Updates on New Materials or Announcements
  - 5. **Analytics Dashboard:**
    - Track Student Engagement and Material Access
    - Generate Reports for Administrators
- 

## Core Features

- **Secure Student Accounts:** Unique login credentials for each student with email verification and optional two-factor authentication (2FA).
  - **Educational Material Access:**
    - View and download lesson plans, books, and multimedia content.
    - Materials available in various formats (PDF, ePub, Video).
  - **Search and Filter:**
    - Advanced search functionality to find materials by keyword, subject, or grade level.
    - Filters to narrow down content based on various criteria.
  - **Real-Time Notifications:**
    - Push notifications for important updates.
    - In-app messaging for announcements.
- 

## Data Sources

- **Educational Content:**
    - Uploaded by teachers and administrators.
    - Could include third-party resources with proper licensing.
  - **User Data:**
    - Student information imported from DEPED's student management systems.
    - Compliance with data protection regulations.
- 

## Implementation Details

- **Authentication and Authorization:**
  - Utilize Laravel Sanctum for API token authentication.
  - Implement RBAC to restrict access based on user roles.
- **File Storage and Delivery:**
  - Store files securely in cloud storage.
  - Use pre-signed URLs to allow temporary access to files.
- **API Development:**
  - Develop RESTful APIs for all functionalities to allow future mobile app integration.
- **User Interface:**

- Responsive design for accessibility on various devices.
  - Intuitive navigation and user-friendly interfaces.
  - **Data Encryption and Security:**
    - Encrypt sensitive data in transit and at rest.
    - Regular security audits and vulnerability assessments.
- 

## Endpoints

- **Authentication APIs:**
    - POST /api/auth/login: User login.
    - POST /api/auth/logout: User logout.
    - POST /api/auth/register: Register a new user (if allowed).
    - POST /api/auth/password-reset: Password recovery.
  - **User APIs:**
    - GET /api/user/profile: Fetch user profile.
    - PUT /api/user/profile: Update user profile.
  - **Content APIs:**
    - GET /api/materials: Fetch list of materials.
    - GET /api/materials/{id}: Fetch specific material.
    - POST /api/materials: Upload new material (admin/teacher only).
    - PUT /api/materials/{id}: Update material (admin/teacher only).
    - DELETE /api/materials/{id}: Delete material (admin/teacher only).
  - **Notification APIs:**
    - GET /api/notifications: Fetch user notifications.
    - POST /api/notifications: Send notification (admin only).
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## Development Workflow

1. **Requirement Analysis:**
  - Detailed discussions with DEPED-NCR to understand all requirements.
  - Create user stories and use cases.
2. **Design Phase:**
  - System architecture design.
  - Database schema design.
  - UI/UX design with prototypes.
3. **Development Phase:**
  - Backend development using Laravel.
  - Frontend development using Blade templates or Vue.js.
  - API development and documentation.
4. **Testing Phase:**
  - Write unit tests and integration tests.
  - Perform security testing and code reviews.
  - User acceptance testing with a pilot group.

5. **Deployment Phase:**
    - Set up production environment with proper configurations.
    - Migrate data and conduct final testing.
    - Go-live with monitoring in place.
  6. **Maintenance and Support:**
    - Ongoing support for bug fixes and updates.
    - Performance monitoring and optimization.
- 

## Security Considerations

- **Compliance:** Adhere to data protection laws like the Data Privacy Act.
  - **Secure Coding Practices:**
    - Input validation to prevent SQL injection and XSS attacks.
    - Use prepared statements and ORM features.
  - **Data Protection:**
    - Encrypt sensitive data in the database.
    - Regular backups with secure storage.
  - **Access Control:**
    - Implement RBAC throughout the application.
    - Limit failed login attempts to prevent brute-force attacks.
  - **Regular Audits:**
    - Periodic security assessments.
    - Update dependencies to patch vulnerabilities.
- 

## Performance Optimization and Scalability Considerations

- **Scalable Architecture:**
    - Design the system to handle increasing loads.
    - Use microservices if necessary.
  - **Database Optimization:**
    - Indexing frequently queried fields.
    - Database replication for read-heavy operations.
  - **Caching Strategies:**
    - Implement caching using Redis or Memcached.
    - Cache frequently accessed data and pages.
  - **Load Balancing:**
    - Use load balancers to distribute traffic.
    - Auto-scaling groups to handle peak loads.
  - **Content Delivery Network (CDN):**
    - Serve static assets and downloadable content via CDN.
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Republic of the Philippines



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