



Republic of the Philippines  
**Cebu Normal University**  
 Osmeña Blvd., Cebu City, 6000, Philippines



## University Learning Resource Center

Telephone No.: (+63 32) 254 1452 Local 169  
 Email: [library@cnu.edu.ph](mailto:library@cnu.edu.ph)  
 Website: [www.cnu.edu.ph](http://www.cnu.edu.ph)

# AMENDED TERMS OF REFERENCE

(With Addition of Section 15 Contract Renewal and Performance Evaluation)

## Subscription to Single Sign-On Platform and Discovery Service Hosting Subscribed and Open-Access E-Resources for the Learning Resource Center

### I. Overview

To support academic research, teaching, and learning, the Learning Resource Center requires a comprehensive digital library platform. This platform will allow seamless access to subscribed and open-access e-resources, including e-books, journals, databases, multimedia content, and other scholarly materials. The platform should provide centralized management, user analytics, and integration with existing library systems, enabling students and faculty to efficiently discover and utilize digital content anytime, anywhere.

### II. Objective

The goal is to subscribe to a fully hosted, single sign-on (SSO) digital library and discovery platform that consolidates all e-resources into one accessible environment. The platform should support user authentication, content discovery, usage reporting, and integration with existing library infrastructure, enhancing access, research productivity, and learning outcomes.

### III. Scope of Work

The supplier is expected to:

1. Provide a fully hosted digital library platform with SSO functionality.
2. Integrate all subscribed and open-access e-resources into the platform.
3. Enable off-campus and mobile access for faculty and students.
4. Provide administrative dashboards, user analytics, and reporting tools.
5. Ensure integration with existing OPAC, LMS, and other library systems.
6. Conduct training for library personnel on platform operation, user management, and reporting.
7. Provide technical support for the subscription period.

The subscription service is renewable annually, subject to university approval, to ensure continuity of access to digital resources and platform support.

### IV. Items to be Delivered

Component	Minimum Technical Description
Digital Library Platform	<ul style="list-style-type: none"> <li>• Single sign-on (SSO) for institutional accounts</li> <li>• Web portal and mobile app access (iOS and Android).</li> <li>• Customizable interface and branding for the university.</li> <li>• Centralized cataloging and indexing of subscribed and open-access content.</li> <li>• Personalized search, recommendations, and citation tools.</li> <li>• User and group management, access control, and secure registration/login.</li> <li>• Integration with OPAC, LMS, plagiarism detection tools, and other library systems.</li> </ul>



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	<ul style="list-style-type: none"> <li>Storage for institutional repository and user-generated content (≥50 GB).</li> </ul>
Content & Collections	<ul style="list-style-type: none"> <li>Subscription and open-access e-resources including e-books, journals, databases, multimedia, courses, case studies, and datasets.</li> <li>Integration of existing library content and useful links.</li> <li>Tools for content discovery, linking, and sharing.</li> </ul>
Administrative Tools	<ul style="list-style-type: none"> <li>Real-time usage statistics and reporting dashboards.</li> <li>Reports on user activity, resource utilization, and compliance metrics.</li> </ul>
Training & Documentation	<ul style="list-style-type: none"> <li>At least two (2) full days of on-site or virtual training for library staff.</li> <li>Training covers platform administration, SSO management, content integration, reporting, and troubleshooting.</li> <li>User manuals, help guides, and recorded training videos.</li> </ul>
Technical Support	<ul style="list-style-type: none"> <li>Twelve (12) months subscription period, renewable annually for recurring services subject to university approval.</li> <li>Remote technical support with response time ≤ 4 hours.</li> <li>On-site support ≤ 72 hours (if required).</li> <li>Platform and content updates included during subscription period.</li> </ul>

### Additional Clause

- Performance-Based Specifications:** All requirements are minimum standards. Equivalent or superior solutions are acceptable if supported by technical documentation.
- Regulatory Compliance:** Supplier shall submit certificates or proof of compliance with applicable IT security and data privacy regulations.
- Demonstration:** A post-qualification demonstration is required, either on-site or remotely.
- Training Deliverables:** Certification of at least two (2) library personnel as competent platform administrators.
- Software License & Subscription:** Subscription valid for twelve (12) months. The subscription is subject to annual renewal for recurring services, with updates and content integration included during each subscription period.
- Payment & Terms:** Total subscription cost: PHP 700,000.
- Delivery & Implementation:** Platform to be fully implemented and operational within sixty (60) calendar days from Notice to Proceed.
- Technical Support:** Remote assistance ≤ 4 hours; on-site service ≤ 72 hours; technical support for subscription period.
- Termination:** The university may terminate the contract for default, convenience, insolvency, or unlawful acts. Partial payments will be made only for deliverables accepted before termination.
- Force Majeure:** Neither party liable for delays caused by events beyond reasonable control, with written notice within seven (7) calendar days.
- Confidentiality:** All technical data, user information, and content shall be kept confidential and used solely for educational and operational purposes.



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### 12. Dispute Resolution & Governing Law

Dispute Resolution – If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with the implementation of this Contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876 otherwise known as the "Arbitration Law" and Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004".

Venue of Actions – It is hereby agreed that any and all actions that shall arise from this Contract shall be instituted and tried before the proper court(s) of the City of Cebu only.

### 13. Termination Clause

**a. Termination for Default** - Cebu Normal University (CNU) may terminate the Contract for cause when the Supplier fails to perform any of its obligations under this TOR and the Contract, including, but not limited to, the following:

- i. Failure to implement the platform, configure content, or complete training;
- ii. Repeated failure to meet technical performance or service level requirements;
- iii. Breach of warranty obligations;
- iv. Failure to comply with any lawful instruction, written directive, or condition imposed by CNU or the BAC;
- v. Violation of any provision of Republic Act No. 12009, their IRRs, or other relevant GPPB issuances; and
- vi. Insolvency, bankruptcy, or assignment for the benefit of creditors.

Upon such termination, CNU may call the Performance Security or Performance Securing Declaration and procure the same goods from another source, with the excess cost charged to the defaulting Supplier, without prejudice to other remedies available under the law.

**b. Termination for Convenience**

CNU may terminate the Contract, in whole or in part, for its convenience, without being liable for any damages, upon thirty (30) calendar days' written notice to the Supplier. Payment shall be made only for items or services satisfactorily delivered and accepted as of the effective date of termination.

**c. Termination for Insolvency**

CNU may terminate the Contract if the Supplier becomes bankrupt or insolvent, or enters into arrangements with creditors, provided such termination shall not prejudice the rights of CNU to recover losses or damages under the Contract.

**d. Termination for Unlawful Acts**

CNU shall terminate the Contract if it is determined, at any stage before or after contract signing, that the Supplier or its representatives engaged in corrupt, fraudulent, coercive, or collusive practices in securing or implementing the Contract, consistent with Section 71 of the 2022 Revised IRR of RA 12009. Such determination shall automatically disqualify the Supplier from future government procurements and may lead to blacklisting, forfeiture of performance security, and other applicable sanctions.



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**e. Effects of Termination**

Upon termination, the following shall apply:

- The Supplier shall immediately return all University property, materials, and documents in its possession.
- Any unutilized funds or advance payments shall be refunded to CNU within fifteen (15) calendar days.
- Partial payments may be made only for deliverables duly accepted prior to termination.
- Both parties shall coordinate for orderly turnover, including data, records, and system credentials (if applicable).

**14. Delivery Schedule**

Delivery, installation, training, and final acceptance shall be completed within sixty (60) calendar days from Notice to Proceed, unless otherwise approved through a justified extension consistent with procurement regulations.

**15. Contract Renewal and Performance Evaluation**

**a. Applicability**

This procurement shall be considered a Regular and Recurring Service, subject to renewal subject to the conditions and procedures of Section 18 of RA12009 and GPPB Resolution 06-2022.

**b. Conditions for Renewal**

Renewal of the subscription shall comply with the following:

- i. The service remains essential to the operations of the Learning Resource Center;
- ii. The original contract was awarded in accordance with applicable procurement laws;
- iii. A Cost-Benefit Analysis (CBA) is conducted by the End-User;
- iv. The service provider has rendered Satisfactory performance;
- v. The service provider is not blacklisted; and
- vi. Funds are available for renewal.

**c. Performance Criteria for Renewal**

The End-User shall evaluate the service provider using the following criteria:

	<b>Performance Criteria</b>	<b>Weight</b>
<b>I</b>	Conformity to Technical Requirements	(25)
<b>II</b>	Timeliness in the Delivery of Services	(25)
<b>III</b>	Behavior of Personnel (Courteous, Professional, Knowledgeable)	(20)
<b>IV</b>	Response to Complaints	(20)
<b>V</b>	Compliance with set office policies for such services	(10)

- The service provider must obtain at least 80% (Satisfactory rating) to qualify for renewal.
- The End – User shall conduct a Performance Evaluation every semester to show the comparative advantage of renewal over the conduct of another procurement.





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16. All actions in relation to this procurement shall adhere to the provisions of RA. 12009 and its IRR.

Prepared by:

**MS. MARJORIE B. HERMOSORA, MLIS**  
Supervisor, Learning Resource Center

Approved by:

**DR. LAURENCE L. GARCIA**  
SUC President III  
Cebu Normal University



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