REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF EDUCATION
DepEd Complex, Meralco Avenue, Pasig City

**PURCHASE ORDER**

| | | | |
|---|---|---|---|
| Proponent | : **LIBTECH SOURCE PHILIPPINES INC.** | P.O. No: | 2025C-BEA3-018-B7-SVP047-P003 |
| Address | : Room 301D Medalle Building, Fuente Osmeña, Cebu City | | |
| Email Address | : amy.s@igroupnet.com/nhori.jarquio@igroup.net/nhori.jarquio@gmail.com | Date: | |
| | | MOP: | Small Value Procurement (SVP) |
| Telephone Nos. | : 8808 1191 | | |
| TIN | : 007-882-768-000 | End-User: | Bureau of Education Assessment – Education Research Division (BEA-ERD) |

Gentlemen:
Please furnish this Office the following articles subject to the terms and conditions contained herein:

| | |
|---|---|
| Place of Delivery | : DepEd Central Office, DepEd Complex, Meralco Ave., Pasig City |
| Delivery Term | : within thirty (30) calendar days from the receipt of Notice to Proceed (NTP). |
| Date of Delivery | : within thirty (30) calendar days from the receipt of Notice to Proceed (NTP). |
| Payment Term | : (see Terms and Conditions) |
| Project Title | : **Subscription for Online Research Journals** |

| DESCRIPTION | QTY. | UNIT COST (IN PHP) | TOTAL PRICE (IN PHP) |
|---|---|---|---|
| **General Specifications:**<br><br>The subscription provides secure, cross-platform access to peer-reviewed research across diverse fields, with advanced search tools and institutional login options. It supports sixteen (16) users, frequent updates, offline access, and robust security. Built on a cloud-based infrastructure, it ensures seamless navigation and matches leading academic research databases in quality and coverage.<br><br>**Detailed Technical Specifications:** | One (1) year subscription | 1,000,000.00 | 1,000,000.00 |

| Lot No. | Item/Description | |
|---|---|---|
| 1 Lot | **Functional Requirements** | • Access to peer-reviewed journals, research articles, reports, and academic resources.<br>• Coverage across diverse fields, including education, social sciences, STEM, and other education-related fields.<br>• Advanced search capabilities allowing users to filter results by keywords, topics, and publication dates.<br>• Secure authentication for authorized users.<br>•Cross-platform accessibility (desktop, laptop, tablet, mobile)<br>•Supports at least sixteen (16) users |
| | **Performance Requirements** | • Consistent and uninterrupted access to research materials.<br>• Capacity to handle concurrent users accessing the database without performance issues.<br>• Frequent updates to include the latest research publications.<br>• Functionality to download or store articles for offline reference. |
| | **User Experience & Interface Specifications** | • Intuitive design for seamless navigation and efficient search functionality.<br>• Institutional access via login credentials, IP-based authentication, or other secure login methods.<br>• Compatibility with widely used web browsers. |
| | **System & Security Requirements** | • Cloud-based or web-based infrastructure for broad accessibility.<br>• Adherence to data security and privacy regulations.<br>• Availability of dedicated technical support and customer assistance. |
| | **Benchmark & Competitive Comparison** | • Comprehensive coverage of academic and professional publications.<br>• Content sourced from credible publishers and esteemed academic institutions.<br>• Features and service quality on par with leading research databases used in academia. |

**Warranty: Service Level Agreement**

**Agreement Overview/Description:**
The Service Provider shall deliver and maintain uninterrupted access to the

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subscribed online research journ[redacted]or the duration of the 12-month subscription. This includes access to peer-reviewed journals, research articles, reports, and academic resources across the specified subject areas, with advanced search capabilities, secure authentication for authorized users, and responsive troubleshooting for any content-related or search function errors.

**Service Scope:**
The subscription must provide:
- Continuous online access to the subscribed database for all registered institutional users.
- Coverage across education, social sciences, and other education-related fields.
- Availability of frequent content updates to reflect the latest publications.
- Secure cross-platform accessibility (desktop, laptop, tablet, mobile).
- Troubleshooting for search-related issues, such as incorrect or incomplete search results, including corrections to indexing errors during system maintenance or updates.
- Provision of orientation and/or training for designated institutional administrators and end-users to maximize platform use and search efficiency.

**Service Availability and Service Request:**
- Access to the service must be available 24/7, excluding scheduled maintenance with prior notification to the end-user of at least 48 hours.
- Any technical support request (e.g., login issues, access interruptions, incorrect search results, or content errors) may be submitted *via* email or phone (e.g., Viber, Messenger, etc.)

**Response Time and/or Remote Assistance:**
- The Service Provider must acknowledge support requests within two (2) hours during office hours and within four (4) hours outside office hours.
- Resolution for critical issues (e.g., complete service outage) must be provided within eight (8) hours from acknowledgement.
- Search-related errors and database inaccuracies must be investigated and corrected within two (2) working days, with updates communicated to the Customer.

**Exceptions and Limitations:**
- The SLA excludes downtime due to force majeure events, user side connectivity issues, or unauthorized system modifications.

**Confidentiality/General Security Measures:**
- All user data, access logs, and authentication details must be handled in compliance with applicable data privacy and security regulations.
- The Service Provider shall implement measures to prevent unauthorized access to the subscription database.

**Service Tracking and Reporting:**
- Monthly uptime and access reports must be provided upon request.
- Records of resolved issues and response times must be available for review.
- Usage statistics (e.g., number of logins, frequently accessed journals, citation counts, and download volumes) must be provided quarterly.

**Termination of Agreement:**
- The Customer may terminate this Agreement with written notice if the Service Provider fails to meet the agreed service levels for two (2) consecutive months.
- The Service Provider may terminate the Agreement if the Customer breaches the terms of use or licensing agreements.

**Downtime Penalties:**
- For every violation of the agreed Service Level Agreement (SLA), the Service Provider shall be liable for liquidated damages equivalent to 0.001% of the total contract price for each day of downtime or non-compliance.
- Computation shall be made from the time the violation is officially reported until full restoration of service as verified by the Customer.
- If full payment has already been released, the total downtime penalty shall be computed at the end of the contract and collected as a one-time refund or deduction within thirty (30) calendar days after the issuance of the Final Acceptance Report.
- Failure to remit the amount due within the prescribed period shall authorize the Customer to enforce collection through administrative or legal remedies in accordance with existing government rules.
- Repeated or extended downtime, such as failure to meet SLA targets for two (2) consecutive months, shall constitute ground for contract termination and forfeiture of applicable performance securities.

| | | | |
|---|---|---|---|
| **Effect of Expiration or Termination:**<br>Upon expiration or termination of this Agreement:<br>1. All rights and licenses granted to the Customer shall automatically terminate.<br>2. The Customer shall cease all use of the subscribed journals and related sources. | | | |
| **TOTAL** | | | **PhP1,000,000.00** |
| **ONE MILLION AND 00/100 PESOS ONLY** | | | |

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay shall be imposed.

Very truly yours,

**KEVIN CARL P. SANTOS, PhD**
Director IV
Bureau of Education Assessment
Department of Education

Conforme: _____
Signature Over Printed Name of Proponent

_____
Date

Funds Available: ₱1,000,000.00

WILMA P. ECALNIR
Accountant IV
OIC, Chief Accountant

OR No.: _____

Amount: _____

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## TERMS AND CONDITIONS

1. The Proponent shall be responsible for the source(s) of its goods/items/materials/equipment and shall make deliveries in accordance with the delivery time, place of delivery, descriptions and specifications provided by the award or purchase order (PO). Failure by the Proponent to comply with the same shall be a ground for cancellation of the award or PO issued and for issuance of a new PO in favor of the next lowest calculated responsive bid at the Procuring Entity's option.

2. The Request for Quotation (RFQ) and the Proponent's offer including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted by the Proponent as required by Implementing Rules and Regulations of Republic Act No. 12009 shall be deemed to form and be read and construed as part of this PO.

3. The Proponent shall personally claim the issued PO within three (3) calendar days after receipt of notice to that effect. A fax transmission or electronic mail sent to the Proponent shall constitute an official notice. Thereafter, if the PO remains unclaimed, the said PO shall be canceled.

4. Subject to the provisions of the preceding paragraph, where the Proponent had claimed the PO but failed to deliver the required goods within the delivery time provided in the PO, the Proponent shall be charged liquidated damages (LD). The amount of LD, deductible from payments due to the Proponent, shall be one-tenth (1/10) of one percent (1%) of the total price of the undelivered goods in the PO for every day of delay. Once the accumulated amount of LD reached 10% of the amount of PO, the Procuring Entity shall rescind the PO without prejudice to other courses of action available to DepEd under R.A. 12009 and its IRR., and other laws.

5. The Proponent shall be precluded from delivering substitute goods or items. Rejected deliveries shall be construed as non-delivery of goods or items so ordered and shall be subject to the imposition of LD and termination or rescission of the PO as prescribed in paragraph 4 hereof.

6. The Proponent shall deliver the goods at DepEd Central Office, Pasig City. Provided, that the services shall be deemed delivered only upon activation of the subscriptions to the online research journals and DepEd's written confirmation of access.

   For Incidental Services, the following shall be required from the proponent:
   - Activation and access enablement of the subscription to the online research journals;
   - Training and onboarding for the end-user, with user guides and recordings;
   - Such other accommodations as may be necessary to the end-user's full use of the services.

7. All deliveries of the Proponent shall be subject to inspection and acceptance by DepEd. All necessary tests undertaken or caused to be undertaken by DepEd on the services shall be for the account of the Proponent.

8. The Proponent shall agree to the terms outlined in the Service Level Agreement.

9. The Proponent shall be required to conduct orientation to the End-User on the proper use and handling of the supplied goods.

10. As a pre-condition to payment, importation documents specifically showing the condition and serial numbers of the imported equipment purchased should be submitted by the Proponent to DepEd.

11. All duties, excise and other taxes and revenue charges, if any, shall be for the Proponent's account. All payments are subject to withholding of creditable Value Added Tax (VAT) per Revenue Regulation No. 10-93

12. The Proponent may submit a request for payment based on the following:

    (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the PO;
    (ii) duly signed Delivery Receipt; and
    (iii) duly signed Inspection and Acceptance Reports (IAR), including certification by Proponent, as duly signed by the authorized DepEd representative, that the goods or items have been delivered in accordance with the PO. Other delivery documents as may be subsequently prescribed by DepEd shall be provided by the Proponent.

    Other delivery requirements as may be subsequently prescribed by DepEd shall be provided by the Proponent.

    One hundred percent (100%) of the Contract/PO Price shall be paid to the Proponent within sixty (60) calendar days upon delivery and acceptance of goods by the duly authorized DepEd representative and receipt of the billing statement of account, subject to existing Government disbursement proceduresOne hundred percent (100%) of the Contract/PO Price shall be paid to the Proponent within sixty (60) calendar days, subject to existing Government disbursement procedure, upon delivery and acceptance of goods by the duly authorized DepEd representative, and receipt of the billing statement of account.

    Full payment (100%) shall be made upon complete delivery (100%) and acceptance of the item, in accordance with the agreed terms and conditions, specified quantities and material specifications.

    The requirements, upon complete delivery and acceptance that will be imposed as a condition for full payment is as follows:

    - Certificate of Final Acceptance (100% delivered, inspected and accepted)

    (NOTE: The Proponent must furnish a copy of the above-mentioned documents to the End-user [(BEA-ERD)] and the Contract Management Division of the Procurement Management Service, Central Office.)

Conforme:

ALTHEMAR JAMANTO

Signature over printed name of Proponent

Date DEC 26, 2025

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