



Republic of the Philippines
Department of Education



DepEd Central Office Complex, Meralco Avenue, Pasig City, Philippines
Trunk line: (02) 632-13-61 / website: <http://www.deped.gov.ph>

PROJECT: Supply and Delivery of Adobe License for Senior High School Offering ICT Track

CONTRACT NO.: 2019-11-ICTS3(018AMP011)-BII-DC-088-C126

CONTRACT

THIS AGREEMENT made the 27 day of DECEMBER, 2019 between the **DEPARTMENT OF EDUCATION**, located at DepEd Central Office Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its **Undersecretary for Administration, ALAIN DEL B. PASCUA** (hereinafter called "**DEPED**") and **SAGESOFT SOLUTIONS INC.** represented herein by its Business Development Officer, **CRISHA VIEL ENRIQUEZ**, with Office address at Unit 905, Jafer Place Building, 19 Eisenhower Street, Greenhills, San Juan City (hereinafter called "**SAGESOFT**") of the other part;

WHEREAS, **DEPED** invited Bids for certain goods and ancillary services, viz., supply and delivery of services, and has accepted a bid by the **SAGESOFT** for the supply of those goods and services in the sum of **PHILIPPINE PESOS FIFTY-SIX MILLION, NINE HUNDRED EIGHTY-FIVE THOUSAND, SIX HUNDRED AND 00/100 (Php 56,985,600.00)** (hereinafter called "the **Contract Price**");

Lot No.	Description	Quantity	Amount (PhP)
1	Supply and Delivery of Adobe License for Senior High School Offering ICT Track	80,000 Licenses	56,985,600.00
TOTAL			56,985,600.00

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 Request for Quotation and Price Schedule Form referred to;
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. the **DEPED's** Notice of Award;
 - b. Resolution to Award No. 2019-11-ICTS3(018AMP011)-BII-DC-088 dated 29 November 2019;
 - c. Terms of Reference;
 - d. Justification to Use Direct Contracting dated 21 October 2019; and
 - e. the Price Schedule For/Bid Form submitted by the Bidder.

Joseph Andres C. Gallandez
JOSEPH ANDRES C. GALLANDEZ
SAGESOFT'S WITNESS

Crisha Viel Enriquez
CRISHA VIEL ENRIQUEZ
SAGESOFT

Abram Y.C. Abanil
ABRAM Y.C. ABANIL
DEPED'S WITNESS

Alain Del B. Pascua
ALAIN DEL B. PASCUA
DEPED


JOSEPH ANDRES C. GALLANDEZ
SAGESOFT'S WITNESS

3. The Goods shall be delivered to the Project Site(s) **within thirty (30) calendar days**, which shall commence upon receipt of the Notice to Proceed (NTP) by the **SAGESOFT**;

4. All deliveries by **SAGESOFT** shall be subject to inspection and acceptance by the **DEPED** Inspection Team and end-user unit;

5. In consideration of the Contract Price mentioned herein to be paid by **DEPED** to **SAGESOFT**, **SAGESOFT** hereby covenants, unto **DEPED**, to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract;

6. **DEPED** hereby covenants to pay **SAGESOFT**, in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract;


CRISHA VILL ENRIQUEZ
SAGESOFT

The method and conditions of payment to be made to **SAGESOFT** through the Government disbursement procedure within sixty (60) days from submission of documents under this Contract shall be:


One hundred percent (100%) of the Contract Price paid to **SAGESOFT** after acceptance of the Goods at Project Site and submission of the following documents:

After acceptance of the deliverables, **SAGESOFT** shall present the following documents to **DEPED**:

- i. Original and 4 copies of **SAGESOFT**'s Invoice showing the Goods description, quantity, unit price, and total price;
- ii. Original and 4 copies of Delivery Receipts;
- iii. Original Statement of Accounts;
- iv. Approved Contract and Notice to Proceed (NTP)


ABRAM Y.C. ABANTI
DEPED'S WITNESS

7. Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to five percent (5%) of payment, or a special bank guarantee in the amount equal to at least five percent (5%) of the Contract Price required in Section 62 of RA 9184 and its IRR. The retention money or special bank guarantee shall be released only after the lapse of the Warranty in SCC Clause 17.3;


ALAIN DEL E. PASCUA
DEPED

8. In case **SAGESOFT** encounters condition(s) impeding timely delivery of the goods and/or services, **SAGESOFT** shall promptly notify **DEPED** in writing of such condition(s) and any request for work suspension and/or contract delivery period extension shall be promptly done in writing as soon as circumstances providing justification for such request have become apparent. **SAGESOFT** must provide sufficient proof to support any request for work suspension and/or contract delivery period extension;


JOSEPH ANDRES C. GALLANDEZ
SAGESOFT'S WITNESS

9. **SAGESOFT** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed in the Notice of Award. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that the **SAGESOFT** is in default of any of its obligation under the contract. The performance security shall be in force and effect until issuance by **DEPED** of the Certificate of Final Acceptance. For this purpose, **SAGESOFT** undertakes to renew its performance security whenever necessary and without need of prior notice or instruction from **DEPED**, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued;


CRISHA VIEL ENRIQUEZ
SAGESOFT

10. **SAGESOFT** shall be liable for damages for the delay in its performance of the Contract and shall pay **DEPED** liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/services scheduled for delivery for every day of delay until such goods/services are finally delivered and accepted by the procuring entity concerned. **DEPED** shall deduct the liquidated damages from any money due or which may become due to the **SAGESOFT**, or collect from any of the securities or warranties posted by the **SAGESOFT**, whichever is convenient to **DEPED**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, **DEPED** may rescind or terminate this Contract, without prejudice to other courses of action and remedies open to **DEPED**.


ABRAM Y. C. ABANIL
DEPED'S WITNESS

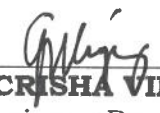
11. The Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.


ALAIN DEL B. PASCUA
DEPED


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.

SIGNED, SEALED AND DELIVERED BY:


ALAIN DEL B. PASCUA
Undersecretary
DEPED



CRISHA VIEL ENRIQUEZ
Business Development Officer
Sagesoft Solutions Inc.
SAGESOFT

SIGNED IN THE PRESENCE OF:


ABRAM Y.C. ABANIL
Director IV
Information and
Communications Technology
Service
DepEd's Witness


JOSEPH ANDRES C. GALLANDEZ
Sagesoft Solutions Inc.
SAGESOFT's Witness

APPROVED BY:


LEONOR MAGTOLIS BRIONES
Secretary
27 DEC 2019

CERTIFIED FUNDS AVAILABLE: ₱56,985,600


MA. RHUNNA L. CATALAN

Chief Accountant 9th 12/19
h/w/b

REPUBLIC OF THE PHILIPPINES) S.S.
PASIG CITY, METRO MANILA)

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public in and for Pasig City, Metro Manila, Philippines, this 27 day of DEC, 2019, personally appeared:

GOVERNMENT-ISSUED IDENTIFICATION CARD
NAME _____ Number _____

ALAIN DEL B. PASCUA
Secretary
Entity

CRISHA VIEL ENRIQUEZ
Business Development Officer
Sagesoft Solutions Inc.
SAGESOFT

Passport No.: P21131378 Expiry Date: 03 March 2022
Issued: 04 March 2017

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of five (5) pages (exclusive of attachments), including this page on which the acknowledgement is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

JOY ZOLOTTA CARVALLO
NOTARY PUBLIC
Date: December 31, 20__
UNTIL DECEMBER 31, 2019
JR. NO. 4904340 - 1-7-12
TD NO. 00099 ROLL NO. 4000
SOLE COMPLIANCE NO. 11-000

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

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Joseph Andres C. Gallandez
JOSEPH ANDRES C. GALLANDEZ
SAGESOFT'S WITNESS

Crisha Viel Enriquez
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