



[Signature]
JOSEPH ANDRES C. GALLANDEZ
 SAGESOFT'S WITNESS

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

CONTRACT NO.: 2019-11-ICTS3(018AMP011)-BII-DC088-C126

SUPPLEMENTAL CONTRACT

THIS AGREEMENT made the ___ day of _____, 20__ 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, a Contract was executed by and between **DEPED** and **SAGESOFT** for the above-mentioned project on _____ for the supply of goods and services in the sum of **PHILIPPINE PESOS FIFTY-SIX MILLION, NINE HUNDRED EIGHTY-FIVE THOUSAND, SIX HUNDRED AND 00/100 (PhP56,985,600.00)**;

WHEREAS, under the said Contract, provision on the posting of performance Security under Clause 9 thereof was mistakenly included and imposed on **SAGESOFT** considering that, under the rules, Performance Security is not required in cases where the mode of procurement is Directing Contracting;

WHEREAS, to rectify this mistake, an amendment of the said contract must be undertaken;

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.
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

[Signature]
CRISHA VIEL ENRIQUEZ
 SAGESOFT

[Signature]
ABRAM Y. C. ABANIL
 DEPED'S WITNESS

[Signature]
ALAIN DEL B. PASCUA
 DEPED


JOSEPH ANDRES C. GALLANDEZ
SAGESOFT'S WITNESS

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;

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)


CRISHA VIEL ENRIQUEZ
SAGESOFT

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;

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;

9. **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**.

10. 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.


ABRAM Y.C. ABANIL
DEPED'S WITNESS


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

CERTIFIED FUNDS AVAILABLE: ₱56,985,600


MA. RHUNNA L. CATALAN
Chief Accountant

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 ___ day JAN 02 2020, personally appeared:

[Signature]
JOSEPH ANDRES C. GALLANDEZ
SAGESOFT'S WITNESS

GOVERNMENT-ISSUED IDENTIFICATION CARD
NAME Number

ALAIN DEL B. PASCUA
Undersecretary
DepEd

Philippine Passport No. EC7146422
Mar 17, 2021

[Signature]
CRISHA VIEL ENRIQUEZ
SAGESOFT

CRISHA VIEL ENRIQUEZ
Business Development Officer
Sagesoft Solutions Inc.
SAGESOFT

Passport No.: Expiry Date:
P21131378 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 four (4) 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.

[Signature]
ABRAM Y. C. ABANIL
DEPED' S WITNESS

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

[Signature]
ATTY. ROSELIC B. BUNAR
NOTARY PUBLIC
Until December 31, 20

AM Adm. Not. Com. No. NP-124 1-12-19 until 12-31-2020
IBP O.R. No. 055255 Jan. 2019 & IBP O.R. No. 055256 Jan. 2020
PTR O.R. No. 9332194 C 1-3-2020 / Roll No. 33832 / TIN# 120-871-009
MCLE No. VI-0029583 valid from 12/16/19 Valid until 04/14/22 Quezon City
Address: 31-F Harvard St. Cubao, Q.C.

[Signature]
ALAIN DEL B. PASCUA
DEPED

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