

**CONTRACT FOR THE PROCUREMENT OF SUBSCRIPTION TO CLOUD SERVICES WITH  
PREMIUM SUPPORT FOR THE EXISTING BIOMETRIC-ENABLED SCHOLARSHIP  
REGISTRATION SYSTEM (BSRS)**

THIS **CONTRACT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2024 by and between **TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA)** with principal address at TESDA Complex, East Service Road, South Luzon Expressway, Fort Bonifacio, Taguig City, Metro Manila, Philippines (hereinafter called the "**Procuring Entity**") of the one part and **SAGESOFT SOLUTIONS, INC.** with business address at Unit 905 Jafer Place, #19 Eisenhower St. Greenhills, San Juan City with contact details: Email address jeffrey.Alvarado@sagesoftcloud.com/ Landline 632-8271-0431/ Mobile No. 0917-1402706; and (hereinafter called the "**Supplier**") of the other part;

**WHEREAS**, the Procuring Entity invited Bids for certain goods and ancillary services, particularly for **PROCUREMENT OF SUBSCRIPTION TO CLOUD SERVICES WITH PREMIUM SUPPORT FOR THE EXISTING BIOMETRIC-ENABLED SCHOLARSHIP REGISTRATION SYSTEM (BSRS)** and has accepted a Bid from the supplier in the sum of **Ten Million One Hundred Thousand Pesos (₱10,100,000.00)** (hereinafter called "**the Contract Price**").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Contract referred to below.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
  - A. Bidding Documents
    - Invitation to Bid (hereto attached as **Annex "A"**);
    - Instruction to Bidders (hereto attached as **Annex "B"**);
    - Bid Data Sheet (hereto attached as **Annex "C"**);
    - General Conditions of Contract (hereto attached as **Annex "D"**);
    - Special Conditions of Contract (hereto attached as **Annex "E"**);
    - Schedule of Requirement Bid Forms (hereto attached as **Annex "F"**);
    - Technical Bid Forms (hereto attached as **Annex "G"**);
    - Financial Bid Forms (hereto attached as **Annex "H"**);
  - B. Bid Submissions by the Supplier
    - Eligibility Documents (hereto attached as **Annex "I"**);
    - Technical Documents (hereto attached as **Annex "J"**);
    - Financial Documents (hereto attached as **Annex "K"**);
  - C. Notice of Award (hereto attached as **Annex "L"**); and
  - D. Performance Security (hereto attached as **Annex "M"**).
3. Delivery Period and Delivery Place:

**Delivery Period:** The subscription begins upon receipt of the Notice to Proceed (NTP) for six (6) months

**Delivery Place:** TESDA Central Office-Taguig City, Metro Manila
4. In consideration of the payments to be made by the **PROCURING ENTITY** to the **SUPPLIER** as hereinafter mentioned, the **SUPPLIER** hereby covenants with the **PROCURING ENTITY** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. Payment in favor of the **SUPPLIER** shall be made monthly upon the issuance of its billing, and within ten (10) working days after the **PROCURING ENTITY** received the Statement of Account for the month rendered service as stipulated in GCC Clause 2.2 of Section V. Special Conditions of Contract of the Bidding Documents.

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6. The **PROCURING ENTITY** hereby covenants to pay the **SUPPLIER** 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 subject to applicable withholding tax under the provisions of this Contract at the time and in the manner prescribed by the Contract.
7. Any delay in the delivery of goods shall be governed by Section 68 (Liquidated Damages) of the Revised Implementing Rules and Regulations of Republic Act No. 9184. For the procurement of goods, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion of everyday of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, the Procuring Entity may rescind or terminate the Contract without prejudice to other courses of action and remedies available under the circumstances.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**TECHNICAL EDUCATION AND  
SKILLS DEVELOPMENT AUTHORITY**


**SAGESOFT SOLUTIONS, INC.**

  
 \_\_\_\_\_  
**JOSE FRANCISCO "KIKO" B. BENITEZ**  
 Secretary/Director General

  
 \_\_\_\_\_  
**JEFFREY S. ALVARADO**  
 Authorized Representative

  
 \_\_\_\_\_  
**VINCENT ALJON A. CIFRA**  
 Executive Director, ICTO

**SIGNED IN THE PRESENCE OF:**

  
 \_\_\_\_\_  
**ARIES MATAVERDE**  
 Project Manager

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
 \_\_\_\_\_ **QUEZON CITY** \_\_\_\_\_ ) S.S.


BEFORE ME, a Notary Public for and in the Province/City of QUEZON CITY this DEC 09 2024 2024 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
JOSE FRANCISCO "KIKO" B. BENITEZ		
JEFFREY S. ALVARADO	DL-C37-21-009194	LTD BOCAUE BULACAN

Known to me and to known to be the same persons who executed the foregoing instrument which they acknowledge before me as their free and voluntary act and deed and that of the entities they represent.

WITNESS MY HAND AND SEAL this DEC 09 2024 day of \_\_\_\_\_ 2024 at QUEZON CITY.

Doc. No. : \_\_\_\_\_  
 Page No. : \_\_\_\_\_  
 Book No. : \_\_\_\_\_  
 Series of 2024

  
**ATTY. ERANIO G. CEDILLO**  
 NOTARY PUBLIC  
 UNTIL DECEMBER 31, 2024  
 PTR NO. 5474072 / 1-3-24/Q.C.  
 IBP NO. 409973 / 1-8-24 / Q.C.  
 MCLC COMP. NO. VII-0031198  
 ADM. MATTER NO. NP-123  
 ROLL NO. 30057 / 5-4-1981  
 878 QUINCIPO HIGHWAY, GULOD  
 INOVALICHES, QUEZON CITY