

SOFTWARE SUBSCRIPTION CONTRACT AGREEMENT

RECEIVED

This SERVICE AGREEMENT made on the JUN 09 2025 day of JUN 10 2025 between **DEPARTMENT OF AGRICULTURE - BUREAU OF AGRICULTURAL RESEARCH (DA-BAR)**, of the Philippines (hereinafter referred to as the "the Procuring Entity") of the one part; and **SAGESOFT SOLUTIONS INC.** of 8F/9F Jafer Place Building, #19 Eisenhower St. Greenhills San Juan, 1504 Philippines (hereinafter called "the Service Provider") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly re: **PROCUREMENT OF OFFICE PRODUCTIVITY TOOL OR CONTINUOUS OPERATIONS OF BAR OFFICES** under the Purchase Request No. 2025-05-225, and accepted the bid from the herein Service Provider for the supply of the aforementioned services in consideration of **EIGHT HUNDRED NINETY NINE THOUSAND NINE HUNDRED SIXTY PESOS (P899,960.00)** (hereinafter called "the Contract Price")

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 Conditions of Contract referred to.
2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Request for Quotation ;
 1. Schedule of Requirements;
 2. Technical Specifications; and
 3. Supplemental or Bid Bulletins, if any
3. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

4. Notice of Award of Contract; and the Bidder's *conforme* thereto;
5. Additional Technical Documents written in the Purchase Request;
6. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

ROBERTO S. QUIRAN JR., CPA
Accountant III

SCOPE OF SERVICES

7. The Service Provider agrees to provide the following services to the Procuring Entity:
- a. **Provision of Microsoft Office Perpetual License** including, but not limited to:
 - i. 15 Sets of Three (3) Office Home and Business 2024 Online ESD (Perpetual License)
 - ii. Licenses must be delivered on the provided email address of the End-User
 - iii. Email Support Services for one (1) year at no additional cost
 - b. **Provision of Microsoft Office 365**
 - i. One Year Subscription
 - ii. The administrator's email address account shall be provided by the End-User
 - c. **Coverage:**
 - i. All licenses must be compatible to Windows 10, Windows 11, and Mac Devices

OBLIGATION OF THE SERVICE PROVIDER

8. The Service Provider shall:
- a. Supply and Delivery of Microsoft Office Perpetual License and Microsoft Office 365 Subscription
 - b. Ensure data security and compliance with relevant data protection regulations.
 - c. Provide other contract documents or information prescribed by the Government Procurement Policy Board (GPPB) that may be required after contract execution.
 - d. In consideration of the payments to be made by the Procuring Entity to the Service Provider, the Service Provider hereby covenants to deliver said goods and services to the Procuring Entity within **Forty Five (45) calendar days** upon receipt of Notice to Proceed.

OBLIGATIONS OF THE PROCURING ENTITY

9. The Procuring Entity shall:
- a. Provide necessary information for setting up user accounts and access to the Microsoft Admin account (for Microsoft Office 365).
 - b. Other contract documents that may be required by the existing laws and/or Procuring Entity concerned in the PBDs. The Service Provider agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution shall likewise form part of the contract.

1. PAYMENT

The **Procuring Entity** agrees to pay the full Contract Price of **Eight Hundred Ninety Nine Thousand Nine Hundred Sixty Pesos (P899,960.00)** upon the signing of this Agreement and upon receipt of the billing statement and other documents required by the Procuring Entity in accordance with the Auditing and Accounting Rules and Regulations of the Government.

2. COMMENCEMENT / DURATION OF CONTRACT:

This contract shall commence within **Seven (7) calendar days** upon receipt of

ROBERTO S. OJEDA JR., CPA
Accountant III

the approved Contract and Notice to Proceed. Contract duration shall be One Year from the date of activation.

3. GENERAL PROVISIONS

AMENDMENT. This Agreement may be amended or modified in writing at any time during its term, in accordance with the Procurement Law, or upon mutual agreement between the Procuring Entity and the Service Provider.

ASSIGNMENT. No party may assign this Agreement without the prior written consent to the other party. Any attempted assignment in violation of this provision shall be deemed null and void.

JURISDICTION. Except in criminal cases, any dispute, controversy, or difference arising out of, relating to, or in connection with this Agreement, including its interpretation, performance or breach, shall be resolved amicably through good faith negotiations between the parties. If such efforts fail, the dispute shall be finally settled by arbitration in accordance with Republic Act. No. 9285, also known as the Alternative Dispute Resolution of 2004, along with any amendments or related rules and regulations. The arbitration decision and award shall be final and binding, enforceable solely by the competent courts of Quezon City.

ENTIRE AGREEMENT. This document constitutes the entire agreement between the parties and supersedes all prior communications, whether written or oral, concerning the activities to be undertaken under this Agreement.

INCLUSION. The interpretation and application of this contract shall be in accordance with, and read in conjunction with, the relevant provisions of the Republic Act No. 12009 and its implementing Rules and Regulations.


SEVERABILITY. If any provision of this contract is determined by a court to be illegal or unenforceable, the remaining provisions shall remain in full force and effect. The parties may negotiate the terms affected by such severance.

HOLD HARMLESS CLAUSE. The Service Provider shall indemnify, defend and hold harmless the Procuring Entity, along with its directors, officers and employees, from and against any claims, judgments, costs, awards, expenses (including reasonable attorney's fee), liabilities, and damages of any kind arising out of or related to: (i) the Service Provider's breach or alleged breach of this Agreement or any representation, warranty, or covenant made herein; (ii) any act or omission by the Service Provider or its representative in connection with this Agreement; and (iii) any violation or alleged violation of

ROBERTO S. GUNAT JR., CPA
Accountant III

NON-WAIVER. The failure of the Procuring Entity (DA-BAR) to act in response to any breach of this Agreement shall not be construed as a waiver of its right to take action in accordance with the law.

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.



Officer-in-Charge, Director
Head of the Procuring Entity (HOPE)

for:

**DEPARTMENT OF AGRICULTURE-
BUREAU OF AGRICULTURAL RESEARCH**



JEFFREY S. ALVARADO
Business Development Specialist
Authorized Representative


for:

SAGESOFT SOLUTIONS INC.

Signed in the presence of:

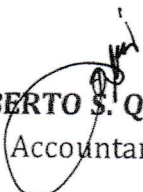


SALVACION M. RITUAL
Head, Knowledge Management and
Information Systems Division



BENSON RYAN CRUZ
Business Unit Head

FUNDS AVAILABLE:



ROBERTO S. QUING, JR.
Accountant III

ACKNOWLEDGEMENT

Republic of the Philippines
City of (QUEZON CITY) S.S.

BEFORE ME, a Notary Public this JUN 09 2025 in QUEZON CITY, Philippines,
came to me and personally appeared the following:

NAME	GOVERNMENT ISSUED IDENTIFICATION	ISSUED ON AND AT
JOELL H. LALES Officer-in-Charge, Director Head of the Procuring Entity (HOPE) DEPARTMENT OF AGRICULTURE - BUREAU OF AGRICULTURE RESEARCH (DA-BAR)	002-P	DA-BAR
JEFFREY ALVARADO Business Development Specialist SAGESOFT SOLUTIONS, INC.	Driver's License - C37-21-003194	May 5, 2021 at LTO Bocaue

Both known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act as well as those of the entities they respectively represent.

I FURTHER CERTIFY this Contract of Agreement which consists of **five (5)** pages including this page where acknowledgement is written, has been signed by the parties and their instrumental witness on each and every page hereof.

IN WITNESS WHEREOF, I have hereto set my hand and seal on
QUEZON CITY, Philippines.

NOTARY PUBLIC

Doc. No. 196

Page No. 46

Book No. 6

[Signature]
ATTY. ERANIO G. CEDILLO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2026
PTR NO. 7060201-D/1-2-2025/Q.C.
IBP NO. 302552/1-9-2024(2025)/Q.C.
MCLE COMP. NO. VII-0031198
ADM. MATTER NO. NP-123
ROLL NO. 31057/5-4-1981
878 QUIRINO HIGHWAY, CUBAO