

AGREEMENT
SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONLINE
MARKET MANAGEMENT SYSTEM FOR THE MARKET DEVELOPMENT AND
ADMINISTRATION DEPARTMENT (MDAD)
(CMO-21-IT-619)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

QUEZON CITY GOVERNMENT, a local government unit under the laws of the Philippines, with office at Quezon City Hall Compound, Elliptical Road, Diliman, Quezon City, Metro Manila, represented herein by HON. MA. JOSEFINA G. BELMONTE, in her capacity as City Mayor, hereinafter referred to as the "CITY".

- and -

SAGESOFT SOLUTIONS, INC., a corporation duly organized and incorporated under the laws of the Republic of the Philippines with office address at U-905 Jafer Place Bldg., Eisenhower St., Greenhills, San Juan City; hereinafter referred to as the "SAGESOFT".

- In joint venture with -

CYPHERDIGITAL INC. a corporation duly organized and incorporated under the laws of the Republic of the Philippines with office address at 72-A Zeta II Bldg., 191 Sakodo St., Legaspi Village San Lorenzo, Makati City; hereinafter referred to as the "CYPHER".

The Joint Venture of SAGESOFT and CYPHER is duly represented by its Authorized Representative, MR. BENSON RYAN C. CRUZ, and is hereinafter referred to as "SUPPLIER".

(CITY and SUPPLIER may be referred to individually as a "Party" and collectively, as "Parties.")

RECITAL

WHEREAS, the Bids and Awards Committee-Goods and Services conducted a competitive bidding on 11 November 2021 for the Supply, Installation, Testing and Commissioning of Online Market Management System for the Market Development and Administration Department (MDAD) under Project Reference No. CMO-21-IT-619 (the "Project").

WHEREAS, the SUPPLIER participated in the competitive bidding and was declared to be the Single Bid as Read;

MA. JOSEFINA G. BELMONTE
City Mayor

BENSON RYAN C. CRUZ
Authorized Managing Officer



WHEREAS, the SUPPLIER passed both the detailed evaluation and post qualification stages, and was declared as the Single Calculated and Responsive Bid;

WHEREAS, on JAN 06 2023, the Notice of Award was issued and the SUPPLIER;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and undertakings hereinafter provided, the parties hereto agree, as they have hereby agreed, as follows:

Section 1. *Deliverables.* Pursuant to and in accordance with the Contract Documents provided herein, the SUPPLIER undertakes to deliver to the CITY the scope of work required by the Project, the specifications of which are defined under Section VII. Technical Specifications of the Bidding Documents and the Terms of Reference.

Section 2. *Contract Documents.* The following documents shall be read and deemed incorporated in this Agreement, viz.:

- (a) Invitation to Bid;
- (b) Instruction to Bidders;
- (c) Bid Data Sheet;
- (d) General Conditions of Contract;
- (e) Special Conditions of Contract;
- (f) Schedule of Requirements;
- (g) Technical Specifications;
- (h) Terms of Reference;
- (i) Supplemental Bid Bulletins, if any;
- (j) Notice of Award;
- (k) Bid Form;
- (l) Schedule of Prices;
- (m) Certificate of Availability of Fund (CAF);
- (n) Performance Security; and
- (o) Notice to Proceed

The documents mentioned above shall be collectively referred to as "Contract Documents".

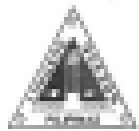
Section 3. *Delivery Schedule.* The SUPPLIER shall deliver to the CITY the required deliverables within Forty-Five (45) Calendar Days from receipt of the Notice to Proceed to commence on JAN 12 2023 and to expire on FEB 26 2023.

The Project Duration will be from the bidding award date until nine (9) months from the contract award date with provision to renew annually with a software hosting and maintenance agreement based on project conditions stated in Section IX of the Terms of Reference.

MILESTONES	CALENDAR DAYS
Project Preparation and Mobilization	7 Calendar days upon receipt of Notice to Proceed
Process Mapping	10 Calendar days upon receipt of Notice to Proceed
Application Programming & Development to Minimum Viable Product	45 Calendar days upon receipt of Notice to Proceed
Beta Testing	10 Calendar days
Training and Hand Over	3 Calendar days
Project Support	6 Months

MA. JOSEFINA G. BELMONTE
 City Mayor

BENSON RYAN C. CRUZ
 Authorized Managing Officer



Section 4. Contract Price. In consideration of the complete and faithful delivery of the deliverables defined herein and the performance of any and all obligations of the SUPPLIER under this Agreement, the SUPPLIER shall be paid the total amount of **TWENTY-NINE MILLION FIVE HUNDRED THOUSAND PESOS (P 29,500,000.00)**, inclusive of the 12% Value Added Tax (VAT) (the "Contract Price").

Section 5. Terms of Payment. Payment to the SUPPLIER shall be based on the following schedule:

MILESTONE	ACCEPTANCE CRITERIA	PERCENTAGE BILLING
Project Preparation and Mobilization, Process Mapping	Inception Report	20%
Business Requirements Phase	Signed Business Requirement Document (BRD)	15%
Application Programming and Development to Minimum Viable Product	Minimum Viable Product signed off by QA and client's authorized personnel.	40%
User Acceptance Test for MVP	Beta Testing for at least one market. Signed off by AQ and client's authorized personnel.	
Deployment	Signed off by client's authorized personnel.	10%
Training and Documentation	Signed off by client's authorized personnel.	5%
Project Retention	6 months after training and handover.	10%
	TOTAL	100%

The processing of payments will entail the approval by the CITY of the SUPPLIER's complete documentation and deliverables before invoices may be processed for payment. The CITY likewise reserves the right to validate billing/invoice before payment of fees.

Section 6. Price Adjustment. The Contract Price shall be fixed and there shall be no price adjustment and escalation for the duration of the Agreement until and unless there exists an extraordinary circumstance as may be determined by the National Economic Development Authority that may warrant an increase of the Contract Price in accordance with Section 61 of the Implementing Rules and Regulations of RA 9184, otherwise known as the Government Procurement Reform Act.

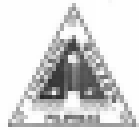
Section 7. Standard of Performance. The SUPPLIER shall, consistent with the TOR, perform the required services and carry out its obligations with all due diligence, efficiency and economy. It shall observe the highest degree of standards based on industry practice.

Section 8. Penalties. The SUPPLIER shall be liable for penalty for any breach of contract under all applicable laws, issuances and regulations.

Section 9. Liquidated Damages. It is understood and agreed that time is of the essence of this Agreement. In the event the SUPPLIER refuses or fails to completely supply and deliver to the CITY the requirements for the Project defined herein within


MA. JOSEFINA G. BELMONTE
 City Mayor


BENSON RYAN C. CRUZ
 Authorized Managing Officer



the delivery schedule provided under Section 3 hereof at no fault of the CITY, the SUPPLIER shall be liable for liquidated damages in the amount equivalent to one tenth of one percent (1/10 of 1%) of the Contract Price for every day of delay until the Project is completely delivered: *Provided*, that, the total cumulative amount of liquidated damages shall not exceed ten percent (10%) of the Contract Price: *Provided*, further, that, once the cumulative amount of liquidated damages exceeds ten percent (10%) as provided herein, the CITY, in accordance with Section 68 of the IRR of R.A. 9184, may rescind or terminate this Agreement without prejudice to other remedies and other courses of action available to the CITY under this Agreement and pursuant to any and all applicable laws.

Section 10. Authority to Deduct Liquidated Damages. For purposes of assessment and enforcement of the liquidated damages provided under Section 8 hereof, the CITY, upon written notice to the SUPPLIER, is hereby authorized to deduct any amount due as liquidated damages from any amount due or may become due and owing to the SUPPLIER or from any and all bonds or securities posted by the SUPPLIER in favor of the CITY, at the option of the latter. It is hereby agreed and understood that the assessment of liquidated damages are cumulative and not alternative remedies of the CITY under this Agreement.

Section 11. Representations and Warranties of the Supplier. The SUPPLIER hereby represents and warrants to the CITY as follows:

a. The SUPPLIER is an entity duly organized, validly existing and in good standing under the laws of the Republic of the Philippines.

b. The SUPPLIER has full legal right, power and authority to carry on its present business, to own its properties and assets, and to execute and deliver this Agreement and all other documents executed, or required or necessary to be executed pursuant thereto, and to perform and observe the terms and conditions thereof.

c. All appropriate and necessary corporate and legal actions have been taken by it to authorize the execution and delivery of this Agreement, and all other documents executed, or required or necessary to be executed pursuant thereto and the performance of all provisions, conditions, covenants, and other terms hereof and thereof, as well as all the transactions contemplated herein.

d. This Agreement and all other documents executed, or required or necessary to be executed pursuant thereto, constitute, or when executed and delivered pursuant thereto, will constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms.

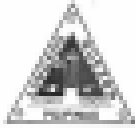
e. The execution and delivery of this Agreement and all other documents executed, or required or necessary to be executed pursuant thereto and the performance of its obligations hereunder will not:

i. conflict with its Articles of Incorporation, By-Laws or other constitutive documents, as may be applicable;

ii. conflict with, result in the breach of, or constitute an event which would either immediately or with the lapse of time or giving of notice or both, result in a default under, or accelerate the performance required by, the terms of any agreement, document, contract, instrument or commitment to which it is a party or by which it or any of its assets is bound;

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City Mayor

BENSON RYAN C. CRUZ
Authorized Managing Officer



iii. conflict with or require any written consent or approval under any judgment, order, writ, decree, permit or license to which it is a party or by which any of its assets is bound; or

iv. require the written consent or approval of any other party to any agreement, document, contract, instrument or commitment to which it is a party or by which any of its assets is bound.

f. There are no actions, suits or proceedings existing, pending or threatened against or directly affecting the SUPPLIER and/or any of its assets before any court, arbitrator or governmental or administrative body or agency that affect the validity or enforceability of this Agreement or that would affect the ability of the SUPPLIER to perform its obligations hereunder.

g. No event has occurred and is continuing which might materially and adversely affect the carrying out of its obligations under this Agreement.

h. It is in compliance with all applicable laws and regulations in connection with the delivery of the Project.

i. Each of the representations and warranties herein shall survive the execution of this Agreement and shall be deemed repeated during the effectivity of this Agreement.

Section 12. Indemnification. The SUPPLIER shall indemnify and save the CITY and all its officers, employees, personnel and persons acting as agents or representatives and render them free and harmless from any and all claims, actions, liabilities, losses and suits which may be brought or instituted against them arising out of or resulting from the SUPPLIER's supply, delivery and performance of its obligations under this Agreement.

Section 13. Events of Default of the Supplier. Any of the following shall constitute an Event of Default under this Agreement:

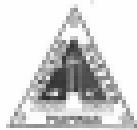
a. When the SUPPLIER becomes insolvent, or commits or suffers any act of bankruptcy, which term shall include: (i) the filing of a petition, by or against the SUPPLIER, in any bankruptcy, insolvency, administration, suspension of payment, reorganization, winding-up or liquidation proceeding, or any other proceeding analogous in purpose and effect; (ii) the making of an assignment by the SUPPLIER for the benefit of its creditors; (iii) the admission in writing by the SUPPLIER of its inability to pay its debts; (iv) the entry of any order of judgment of any competent court, tribunal or administrative agency or body confirming the bankruptcy or insolvency of the SUPPLIER or approving its reorganization, winding-up or liquidation, or (v) the lawful appointment of a receiver or trustee to take possession of the properties of the SUPPLIER;

b. When the SUPPLIER suspends or discontinues all or a substantial portion of its business operations, whether voluntarily or involuntarily, for a period of at least sixty (60) days;

c. Any material breach by the SUPPLIER of any of its warranty, representation or covenant made under this Agreement.

MA. JOSEFINA G. BELMONTE
City Mayor

BENSON RYAN C. CRUZ
Authorized Managing Officer



Section 14. Consequences of Default. Upon occurrence of any Events of Default under this Agreement, the CITY may declare the SUPPLIER in default and shall have the right to:

- a. Terminate this Agreement;
- b. Call on the Performance Security to answer for any and all damages of whatever nature suffered by the CITY resulting or arising from the SUPPLIER's default; and
- c. Take such other steps or actions against the SUPPLIER for the full protection and enforcement of the CITY's rights and interests.

Section 15. Compliance with Laws, Ordinances and Regulations. The SUPPLIER shall comply with any and all laws, ordinances and regulations of the national and local government applicable to or binding upon the parties hereto. For this purpose, any and all pertinent provisions of RA 9184 and its IRR, and other applicable laws and regulations are deemed written and incorporated in this Agreement. In case of conflict between any of the provisions of this Agreement and those of the applicable laws and regulations, the latter shall prevail.

Section 16. Indemnities and Attorney's Fees. Should any of the parties resort to court action in order to enforce their respective rights under this Agreement, the prevailing party or its successors-in-interest shall be entitled to be indemnified by the other party by way of attorney's fees, a reasonable sum equivalent to the actual amount of fees paid or to be paid by the prevailing party.

Section 17. Notification. All notices and communications shall be done in writing and shall be directed as follows:

CITY	:	OFFICE OF THE CITY MAYOR c/o Bids and Awards Committee Secretariat 2 nd Floor Finance Bldg, Quezon City Hall Complex, Elliptical Road, Diliman, Quezon City
SUPPLIER	:	SAGESOFT SOLUTIONS, INC/ CYPHERDIGITAL INC. JOINT VENTURE U-905 Jafer Place Bldg., Eisenhower St., Greenhills, San Juan City/72-A Zeta II Bldg., 191 Salcedo St., Legaspi Village San Lorenzo, Makati City

Section 18. Effectivity. This Agreement shall be effective upon execution by the parties hereto.

Section 19. Miscellaneous Provisions.

a. This Agreement, including the documents and/or agreements specifically incorporated herein by reference, constitutes the entire agreement between the parties. This Agreement may be amended and supplemented in writing at any time as decided and agreed upon by mutual consent of the parties.

b. This Agreement and all documents related thereto shall be binding upon and inure to the benefit of the parties herein and/or their respective heirs, agents,

M.A. JOSEFINA G. BELMONTÉ
City Mayor

BENSON RYAN C. CRUZ
Authorized Managing Officer



representatives, successors-in-interest, and assigns. The SUPPLIER shall not assign its rights and obligations under this Agreement without the written consent of the CITY.

c. This Agreement embodies the entire arrangement or agreement of the parties and no undertaking, verbal or otherwise, in relation thereto, shall exist between the parties except as herein expressly set forth.

d. The parties hereby certify that they have read or caused to be read to them all the provisions of the foregoing Agreement, receipt of a signed copy of which is hereby expressly acknowledged by the parties and that they have fully understood the same.

e. The parties hereby represent and warrant that they have the necessary power and corporate authority to execute and deliver this Agreement and perform their obligations as incorporated herein and that such execution, delivery and performance do not and will not contravene any provision of their respective Articles of Incorporation, by-laws, any agreements or instruments to which they are a party or any laws or regulations of any governmental authority.

f. If any provision of this Agreement be declared by any court or other authorized agency of the government to be null and void, the nullity thereof shall not affect the validity of this transaction or any other provisions herein which shall then be considered as valid and binding between the parties.

g. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitration in the Philippines according to the provisions of RA 876, otherwise known as the "Arbitration Law" and RA 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": Provided, that, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

IN WITNESS WHEREOF the parties have hereunto set their hands to this Agreement on ___ day of JAN 17 2022, at Quezon City, Philippines

QUEZON CITY GOVERNMENT

SAGESOFT SOLUTIONS, INC./
CYPHERDIGITAL INC. JOINT
VENTURE

By:

MA. JOSEFINA G. BELMONTE
City Mayor

By:

BENSON RYAN C. CRUZ
Authorized Managing Officer

SIGNED IN THE PRESENCE OF:

RUBY G. MANANGU
City Accountant



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY)s.s.

BEFORE ME, a Notary Public for and in QUEZON CITY this JAN 12 2022 personally appeared:

Name

Competent Proof of Identity

HON. MA. JOSEFINA G. BELMONTE,
in her capacity as Mayor of the Local
Government of Quezon City

OCM-0081744

MR. BENSON RYAN C. CRUZ, in his
capacity as the Authorized Managing
Officer of SAGESOFT SOLUTIONS,
INC./ CYPHERDIGITAL INC. JOINT
VENTURE

*DRIVER'S LICENSE: NO2-02-CDL781
EXP DATE: 12/28/2025*

all known to me and to me known to be the same persons who executed this Agreement, and they acknowledged to me that the same is their free and voluntary act and deed, and the free and voluntary act and deed of the parties which they respectively represent.

I certify that the foregoing Agreement, signed by the parties and their instrumental witnesses, consists of eight (8) pages, including this page on which the acknowledgement is written.

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

Doc. No. 9;
Page No. 13;
Book No. I;
Series of 2022



[Signature]
ATTY. CARL P. LIM
Notary Public For Quezon City
Notarial Commission: Adm. No. NP-170
5/14/21 up to 12/31/22
Roll No. 00260
PTR No. 070 5341-1-6-21
IBP CR No. A-832007642
MCLC Compliance No. 6-0026061
TIN: 329-392-494-500
Address: 25 Marilina St., Quezon City