

AGREEMENT
(Renewal of the WinVQP POS Maintenance Agreement)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement executed and entered into this NOV 18 2020 day of _____, by and between:

ANSI INFORMATION SYSTEMS, INC., a corporation organized under Philippine laws, with principal place of business at Suite 511 Tytana Plaza, Plaza Lorenzo Ruiz, Binondo, Manila, represented herein by its President, **BENJAMIN SY**, and hereinafter referred to as **ANSI**;

-and-

DUTY FREE PHILIPPINES CORPORATION (formerly Duty Free Philippines), a body corporate attached to the Department of Tourism established pursuant to Republic Act No. 9593 with principal office address at EHA Building, Fiestamall Complex, Ninoy Aquino Avenue, Paranaque City, herein represented by its Chief Operating Officer, **VICENTE PELAGIO A. ANGALA**, and hereinafter referred to as **DFPC**.

WITNESSETH; That:

WHEREAS, DFPC has procured the WinVQP POS System, a highly customized POS system software;

WHEREAS, on account of the acquisition of the WinVQP POS, the parties hereto executed and entered into a Planned Maintenance Program Service Agreement identified and entered into the Notarial Register of Atty. Ronald Segundino C. Ching, Notary Public for and in the City of Manila, as Doc. No. 141; Page No. 29; Book No. IX; Series of 2009 and has been extended, the latest of which was executed on February 12, 2020 extending the contract term until April 15, 2020, identified and entered into the Notarial Register of Atty. John Edward Trinidad Ang, Notary Public for and in the City of Manila, as Doc. No. 171; Page No. 35; Book No. III; Series of 2020, hereinafter referred to collectively as the "Original Agreement";

WHEREAS, the Bids and Awards Committee, in its Resolution No. 202026 recommended the extension of the Maintenance Services Agreement for WinVQP POS Software which was approved by the Head of the Procuring Entity;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as they have agreed to amend the Original Agreement, as follows:

1. Item I on Software Coverage is hereby amended to read as follows:

This Agreement shall cover the WinVQP POS Software R3.12g used in the Fiestamall located along Ninoy Aquino Ave., Paranaque City.

2. Item II on Scope of Work is amended to read as follows:

ANSI shall, during the term of this agreement, provide the following services:

1. ~~Xxx~~


2. ~~Xxx~~;

3. In addition, the work shall include the following:

- a. A Daily Call Report will be sent to DFPC every time there is an incident reported to the Help Desk.

WITNESSES:


JEANIE S. HERNANDEZ
DFPC


VICENTE PELAGIO A. ANGALA
ANSI


VICENTE PELAGIO A. ANGALA
COO, DFPC


BENJAMIN SY
PRESIDENT, ANSI

b. A Technical Review Group composed of DFPC and ANSI will meet monthly to share information on problems and solutions which occurred during that month.

3. Item IV on Manpower Schedule is amended to read as follows:

1. Helpdesk shall be available from 8:00AM to 4:00PM, seven (7) days a week, Sunday to Saturday. The response time shall be two (2) hours upon receipt of call.
2. Xxx
3. Xxx

4. Item V on Downtime is amended to read as follows:

In connection with the execution of the service required in this Agreement, ANSI shall undertake to provide acceptable solutions within the tolerable downtime period. Downtime period, referred to as the amount of time a covered item remains non-functioning from the moment it was reported to ANSI, regardless of store operation hours, is twenty four (24) hours upon receipt of call. Response time shall be within two (2) hours from such call.

In case of Program Modifications, ANSI and DFPC shall agree on the extension of the downtime considering the time necessary to load the program certified patch.

5. Item VII on Compensation and Terms of Payment is hereby amended to read as follows:

For the complete Planned Maintenance Program described herein, DFPC shall pay ANSI Thirty-four Thousand Six Hundred Sixty-six and 66/100 (PhP34,666.66)/month or a total contract price of Two Hundred Eight Thousand Pesos (PhP208,000.00) for the abovementioned DFPC store/outlet.

1. Xxx;
2. Xxx;
3. ANSI shall submit to DFPC a billing statement/invoice on a monthly basis. Payment shall be made by DFPC within thirty (30) days upon services rendered and submission of billing statement.
4. Xxx.

6. ANSI shall, pursuant to Item VIII on Performance Security of the Original Agreement, cause the renewal of the performance security posted in favor of DFPC.

7. Item XIII on Effectivity and Validity is hereby amended to read as follows:


"This Agreement shall be for a period of six (6) months effective April 16 to October 15, 2020. DFPC may, for whatever reason, terminate this Agreement upon service of a thirty-(30) day prior written notice.


8. All expenses relating to the execution of this Agreement shall be for the account of ANSI.

9. All other terms and conditions of the Original Agreement not consistent herewith shall continue to have the same force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date first above written.

WITNESSES:


JEANIE S. HERNANDEZ
DFPC


ANSI


VICENTE PAGIO, ANSALE
COO, DFPC


BENJAMIN SY
PRESIDENT, ANSI


ANSI INFORMATION SYSTEMS, INC.
By:

DUTY FREE PHILIPPINES CORPORATION
By:


BENJAMIN SY
President


VICENTE RELAGIO A. ANGALA
Chief Operating Officer


SIGNED IN THE PRESENCE OF:



ANSI


JEANIE S. HERNANDEZ
OIC-MIS Division

CERTIFICATION OF FUNDS AVAILABILITY:


DOMINADOR A. SARMIENTO
OIC-Finance Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.s.

BEFORE ME, a Notary Public for and in the City of MANILA, personally appeared the following persons:

NAME	VALID ID	DATE/PLACE ISSUED
BENJAMIN SY	SSS ID 03-3598001-5	
VICENTE RELAGIO A. ANGALA	PP#5146725A	23 Nov.2017/Manila, Phils

known to me and to me known to be the same persons who executed the foregoing instrument consisting of three (3) pages including this page, relating to the Agreement (Renewal of WinVQP POS Maintenance Agreement) and acknowledged to me that the same are their free act and voluntary deed as well as the corporations represented herein.

WITNESS MY HAND AND SEAL this NOV 18 2020 2020.

Page No. 273
Doc. No. 47
Book No. 655N
Series of 2020

ATTY. JOHN EDWIN TORREALBA
NOTARY PUBLIC
Notary Public for City Manila- Valid 12/31/2021
Notarial Commission No 2020 - 033
2/F Midland Plaza Hotel, Adreatico st., Ermita, Manila,
IBP NO. 101538 / Jan. 6, 2020 - Pasig City
PTR. NO. 9115583 / Dec. 27, 2019 - Manila
Form No. 68731/MCLE COMPLIANCE NO VI-0017186-1023-2019