

A G R E E M E N T

[SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF CORE NETWORK AND DATA CENTER STRUCTURED CABLING (CORE NETWORK REFRESH)]

THIS AGREEMENT (the "Agreement") made this _____ day of _____ 2024 between **DEVELOPMENT BANK OF THE PHILIPPINES**, a government financial institution duly created and existing under the provisions of Executive Order No. 81, the 1986 Revised Charter of DBP, as amended by Republic Act No. 8523 dated 14 February 1998, with principal office at DBP Building, Sen. Gil Puyat Avenue corner Makati Avenue, Makati City, Philippines, herein represented by its President, **MR. MICHAEL O. DE JESUS** (hereinafter called "the Entity") of the one part and the **JOINT VENTURE OF SECUR LINKS NETWORKS & TECHNOLOGIES, INC. (SLNTI) AND SMS GLOBAL TECHNOLOGIES, INC. (SMSGT)** an unincorporated joint venture created via a Joint Venture Agreement dated 15 November 2024 [attached as Annex "F"], with principal office address at 31 Main Ave., ACSIE Severina Industrial Subd., Brgy. Marcelo Green Village, Paranaque City, herein represented by SLNTI as the Lead Partner through its Senior Account Manager, **MR. FRITZGERALD C. SALVADOR**, duly authorized for this purpose as shown in the attached Secretary's Certificate for Board Resolution [attached as Annex "G" hereof] (hereinafter called "the Supplier") of the other part:

WHEREAS, the Entity invited Bids for certain goods and ancillary services, viz., *Supply, Delivery, Installation, Commissioning and Maintenance of Core Network and Data Center Structured Cabling (Core Network Refresh) for DBP*. After the conduct of public bidding, the Supplier was declared as the Lowest Calculated and Responsive Bidder and whose Bid was evaluated to be the most advantageous to the government and thus, the Entity has accepted the Bid by the Supplier for the supply of those goods and services in the sum of Pesos: *Thirty-Six Million Eight Hundred Three Thousand Nine Hundred Eighty-Seven (Php36,803,978.00)* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. This Agreement shall take effect upon signing hereby of the Parties, and the Supplier shall commence performance of its obligations upon issuance by the Entity of a Notice to Proceed. This Agreement shall continue to be in full force and effect from the date of signing of this Agreement until completion of herein services or until terminated in accordance with the provisions on *Termination* under the RA No. 9184 and its 2016 Revised Implementing Rules and Regulations or at any time upon the instruction of the Bangko Sentral ng Pilipinas (BSP).

2. The Contract Price shall be paid by the Entity in accordance with the bidding documents and the terms and conditions stated herein.

3. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

4. The following documents, as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- (a) Philippine Bidding Documents (PBDs);
 - (i) Schedule of Requirements;
 - (ii) Terms of Reference or Technical Specifications (Annex A);
 - (iii) General and Special Conditions of Contract; and
 - (iv) Supplemental or Bid Bulletins, if any.

- (b) Supplier's Bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted, Bid form, including all documents/stated contained in the Supplier's bidding envelopes, as annexes, and all other documents submitted (e.g. Supplier's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Entity's bid valuation;
- (c) Performance Security (Annex B);
- (d) Notice of Award of Contract and the Supplier's conforme thereto (Annex C);
- (e) Performance Evaluation of 3rd Party Contracts/Agreements (Annex D);
- (f) Data Privacy Consent Form (Annex E);
- (g) Supplier's Secretary's Certificate for Board Resolution (Annex F); and
- (h) Other contract documents that may be required by existing laws and/or the Entity in the PBDs. Supplier agrees that additional contract documents or information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the Agreement's execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Agreement.

The Parties shall endeavor to harmonize the provisions of this Agreement and the Annexes so that each shall be effective. In the event of any inconsistency between the terms of this Agreement and the Annexes, the terms of the Annexes shall prevail to the extent necessary to resolve such inconsistency. In the event of any conflict between the provisions of this Agreement including the annexes and the Terms of Reference or Technical Specifications, as the case may be, the terms of the Terms of Reference/Technical Specifications shall prevail.

5. In consideration for the sum of Pesos: Thirty-Six Million Eight Hundred Three Thousand Nine Hundred Eighty-Seven (Php36,803,987.00) or such other sums as may be ascertained, the Supplier agrees to provide for the *Supply, Delivery, Installation, Commissioning and Maintenance of Core Network and Data Center Structured Cabling (Core Network Refresh) for DBP* in accordance with its Bid and the terms and conditions of this Agreement.

6. The Entity agrees to pay the above-mentioned sum in accordance with the terms of the Bidding and of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the _____ day of _____, 2024 in _____.

DEVELOPMENT BANK OF THE PHILIPPINES

The Entity
By:

(SIGNED)

MR. MICHAEL O. DE JESUS
President and Chief Executive Officer

THE JOINT VENTURE

Supplier
By:

(SIGNED)

FRITZGERALD C. SALVADOR
Senior Account Manager

nce of:

(SIGNED)

(SIGNED)

JETTREY CARINIANO

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Makati City) SS.

BEFORE ME, a Notary Public for and in the City of Makati, Philippines, this ____ day of 22 JAN 2025 2024, personally appeared the following:

Name	Government ID Presented	Place and Date Issued
JOINT VENTURE OF SECUR LINKS NETWORKS & TECHNOLOGIES, INC. AND SMS GLOBAL TECHNOLOGIES, INC. Represented by SLNTI through: Fritzgerald C. Salvador		13,
Development Bank of the Philippines Represented by: Michael O. de Jesus		

known to me and to me known to be the same persons who executed the foregoing document and identified by me through competent evidence of identity, to be the same persons in the foregoing document who exhibited to me the above IDs bearing their respective signatures and photographs, that each party acknowledged to me that the execution of this document is the free and voluntary act and deed of the entities represented and that they have the authority to sign in behalf of their respective principals.

The foregoing document is an **Agreement** which consists of _____ (____) pages, including herein Annexes and the page where this Acknowledgment is written. This acknowledgment forms an integral part of the said document.

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

Doc. No. 281
Page No. 08
Book No. 111
Series of 2025.

(SIGNED)

Notary Public
Appointment No. M-146
Makati City, Until December 31, 2025
10th Flr. DBP Bldg., Sen. Gil Puyat Ave., Mak
Roll No. 68575, IBP No. 016409 (Lifetime)
PTR Exempt Under RA7160