

## CONTRACT AGREEMENT

FEB 05 2025

THIS CONTRACT AGREEMENT (the "Contract") made the \_\_\_\_\_ day of \_\_\_\_\_ 2025 between **DEVELOPMENT BANK OF THE PHILIPPINES (DBP)**, 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 corner Makati Avenue, Makati City, Philippines, herein represented by its OIC, Information and Communications Technology Sector

duly authorized for this purpose as shown in the attached Secretary's Certificate for Board Resolution dated 18 July 2023 [attached as Annex "F" hereof] (hereinafter called the "**PROCURING ENTITY**") of the one part and **FIRST DATACORP**, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office address at 3/F Citibank Center, 8714 Paseo de Roxas, Makati City, Philippines herein represented by its Technical Services Group Head, **Manolo L. Cura**, duly authorized for this purpose as shown in the attached Secretary's Certificate for Board Resolution dated May 13, 2024 [attached as Annex "G" hereof] (hereinafter called the "**SUPPLIER**") of the other part:

**WHEREAS**, the **PROCURING ENTITY** invited Bids for certain goods and ancillary services, viz., *One (1) lot delivery, installation, configuration testing and commissioning, including maintenance and after sales support of the Application Programming Interface (API) gateway/security solution (the "Services")* (Bid Reference No. G-2024-31). After the conduct of public bidding, the **SUPPLIER** was declared as the Lowest Calculated Bid and whose Bid was evaluated to be the most advantageous to the government and, thus, the **PROCURING ENTITY** has accepted the Bid by the **SUPPLIER** for the Services in the aggregate sum of **PESOS: TEN MILLION EIGHT HUNDRED EIGHTY THOUSAND (Php10,880,000.00)** for one (1) year (hereinafter called the "Contract Price")

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. This Contract shall take effect upon signing hereby of the Parties, and the **SUPPLIER** shall commence performance of its obligations upon its receipt of the Notice to Proceed from the **PROCURING ENTITY**. This Contract shall continue to be in full force and effect for a period of one (1) year commencing on the day after issuance of **Completion Certificate** (after go-live) until 1 Year after ("Term") or until terminated in accordance with the provisions on *Termination* under the RA No. 9184, otherwise known as the "Government Procurement Reform Act", 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 **PROCURING ENTITY** in accordance with the bidding documents and the terms and conditions stated herein.
3. In this Contract 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 Contract, viz.:

(a) Philippine Bidding Documents (PBDs):

- (i) Schedule of Requirements (refer to Technical Specifications requirements stated in item VII. Payment Terms);
- (ii) Technical Specifications (Annex "A");
- (iii) General and Special Conditions of Contract; and
- (iv) Supplemental or Bid Bulletins (Annex "H"), 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 **PROCURING 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) **PROCURING ENTITY's** Secretary's Certificate for Board Resolution (Annex "F");
- (h) **SUPPLIER's** Secretary's Certificate for Board Resolution (Annex "G") and
- (i) Other contract documents that may be required by existing laws and/or by the **PROCURING ENTITY** in the PBDs. The **SUPPLIER** agrees that additional contract documents or information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the Contract's execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of this Contract.

The Parties shall endeavor to harmonize the provisions of this Contract and the Annexes so that each shall be effective. In the event of any inconsistency between the terms of this Contract 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 Contract including the Annexes and the Technical Specifications, as the case may be, the terms of the Technical Specifications shall prevail.

5. In consideration for the sum of Pesos: Ten Million Eight Hundred Eighty Thousand (PhP10,880,000.00) for the entire Term, inclusive of all applicable taxes, the **SUPPLIER** agrees to provide the Services in accordance with its Bid and the terms and conditions of this Contract.

6. The **PROCURING ENTITY** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding and of this Contract.

7. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

**[signature page follows]**

**IN WITNESS WHEREOF.** the Parties hereto have signed this Contract on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 in \_\_\_\_\_.

**DEVELOPMENT BANK OF THE PHILIPPINES**  
The Procuring Entity

**FIRST DATACORP**  
The Supplier

(SIGNED)

(SIGNED)  
**MANOLO L. CURA**

Signed in the Presence of:

(SIGNED)

(SIGNED)

(Witness for the Procuring Entity)

**MAY ANNABELLE GARCIA**  
(Witness for the Supplier)

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
Makati City) SS.

**FEB 05 2025**

**BEFORE ME**, a Notary Public for and in the City of Makati, Philippines, this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared the following:

Name	Government ID Presented	Place and Date Issued
------	-------------------------	-----------------------

**FIRST DATACORP**

Represented by:

Manolo L. Cura

**Development Bank of the Philippines**

Represented by:

VP Jose M. De Vera

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 a **Contract 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. 240;  
Page No. 59;  
Book No. IV;  
Series of 2024.

**ATTY. CESAR T VERANO**  
NOTARY PUBLIC MAKATI CITY  
APPOINTMENT NO: M-029  
VALID UNTIL DECEMBER 31, 2025  
ISSUED ON: DECEMBER 15, 2023  
PTR NO.: MKT 10465510 / 01-02-2025 / MAKATI CITY  
IBP NO.: 484720 ROLL NO 29024  
MCLE COMPLIANCE NO.: VII-0023845  
VALID UNTIL DECEMBER 31, 2025  
OFFICE ADDRESS: #2733 G/F CARREON BLDG.  
ZENaida ST., BRGY. POBLACION MAKATI CITY