

A G R E E M E N T

FEB 05 2025

THIS AGREEMENT (the "Agreement") made this _____ day of _____ 2025 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 February 14, 1998, with principal office at DBP Building, Sen. Gil Puyat Ali corner Makati Avenue, Makati City, Philippines, herein represented by its Head of Information and Communication Technology Sector, **V** _____ **IA** (hereinafter called "the Procuring Entity") of the one part and **FIRST DATACORP**, a domestic corporation, with principal office address at 3F Citibank Center, 8741 Paseo de Rozas, Makati City, herein represented by its Corporate Secretary and Head of Technical Services Group, **MANOLO L. CURA**, duly authorized for this purpose as shown in the attached Secretary's Certificate dated 05 June 2024 [attached as Annex "F" hereof] (hereinafter called "the Supplier") of the other part:

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, viz., *seventeen (17) licenses for the IT Service Management for the ticketing, processing and monitoring of reported IT-related concerns and service requests of the Entity*. 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 Procuring Entity has accepted the Bid by the Supplier for the supply of those goods and services in the sum of *Pesos: Six Million One Hundred Eighteen Thousand Seven Hundred Eighty (PhP6,118,780.00)* (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 Procuring 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 Procuring 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 Procuring 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: Six Million One Hundred Eighteen Thousand Seven Hundred Eighty (PhP6,118,780.00) or such other sums as may be ascertained, the Supplier agrees to provide the Procuring Entity with seventeen (17) licenses for the IT Service Management, in accordance with its Bid and the terms and conditions of this Agreement.

6. The Procuring 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 _____, 2022.

**DEVELOPMENT BANK OF THE
PHILIPPINES**

(SIGNED)

Head, Information and Communication
Technology Sector

FIRST DATACORP

By:

(SIGNED)

MANOLO L. CURA

Corporate Secretary and Head, Technical
Services Group

Signed in the presence

(SIGNED)

(SIGNED)

MAY ANNABELLE R. GARCIA

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 _____ 2025, personally appeared the following:

Name	Government ID Presented	Place and Date Issued
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FIRST DATACORP

Represented by:

MANOLO L. CURA

Development Bank of the Philippines

Represented by:

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 twenty-nine (29) 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. 294;
Page No. 60;
Book No. IV;
Series of 2025.

(SIGNED)

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