

A G R E E M E N T

APR 21 2025

THIS AGREEMENT (the "Agreement") made the _____ 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 14 February 1998, with principal office at DBP Building, Sen. Gil Puyat Ali corner Makati Avenue, Makati City, Philippines, herein represented by its President & Chief Executive Officer, **Michael O. De Jesus** (hereinafter called "the Entity") of the one part and **OSI CONSULTING, INC.** a domestic corporation, with principal office address at 20F Regus, Zuellig Building, Makati Avenue corner Paseo De Roxas, Makati City, herein represented by its Director of Operations, **Marie Michelle M. Ongpauco**, duly authorized for this purpose as shown in the attached Secretary's Certificate for Board Resolution [attached as Annex "F" hereof] (hereinafter called "the Supplier") of the other part:

WHEREAS, the Entity invited Bids for certain goods and ancillary services, viz., *One (1) Lot Consisting of Delivery, Installation, Configuration and Commissioning of Exadata Machine Cloud at Customer (EXACC) for the Development Bank of the Philippines.* After the conduct of public bidding, the Supplier was declared as the Single 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 *Ninety Million Five Hundred Sixty-One Thousand Eighty (Php90,561,080.00)* (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: Ninety Million Five Hundred Sixty-One Thousand Eighty (Php90,561,080.00) or such other sums as may be ascertained, the Supplier agrees to provide *One (1) Lot Consisting of Delivery, Installation, Configuration and Commissioning of Exadata Machine Cloud at Customer (EXACC) for the Development Bank of the Philippines* 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 APR 21 2025, 2025 in MAKATI CITY.

DEVELOPMENT BANK OF THE PHILIPPINES
By:

OSI CONSULTING, INC.

(SIGNED)
MICHAEL O. DE JESUS
President & CEO

(SIGNED)
MARIE MICHELLE M. ONGPAUCO
Director of Operations

Signed in the presence of:

(SIGNED)
FRANCIS J. ROSA

(SIGNED)
LARA F. LUZARES

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Makati City) SS.

BEFORE ME, a Notary Public for and in the City of Makati, Philippines, this APR 21 2025 day of _____ 20____, personally appeared the following:

Name	Government ID Presented	Place and Date Issued
OSI Consulting, Inc. Represented by: Marie Michelle M. Ongpauco Directors of Operations		

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 thirty (30) 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. 110;
Page No. 62;
Book No. VII;
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