

FRAMEWORK AGREEMENT

PRODUCTION, PERSONALIZATION, KITTING AND DELIVERY OF 250,000 PIECES EMV ATM VISA CARDS AND CARD COLLATERALS FOR DBP (VIA SINGLE YEAR FRAMEWORK AGREEMENT)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between the **DEVELOPMENT BANK OF THE PHILIPPINES (DBP)**, a government financial institution created and operating pursuant to the provisions of Executive Order No. 81, otherwise known as the 1986 Revised Charter of the Development Bank of the Philippines, as amended by Republic Act No. 8523 dated 14 February 1998, with principal office address at the DBP Makati Head Office, Sen. Gil J. Puyat Avenue corner Makati Avenue, 1200 Makati City, Philippines, represented herein by its **President and CEO, MICHAEL O. DE JESUS**, duly authorized for the purpose by the Board of Directors pursuant to Secretary's Certificate dated 28 JULY 2025 (Annex "A"), and hereinafter referred to as the "**PROCURING ENTITY**";

and

ALLCARD INC., a duly registered entity existing under the laws of the Philippines, with registered address at Lot 3 Blk 17 E. Rodriguez Jr. Avenue corner Titan Street, Acropolis Subdivision, Bagumbayan, Quezon City represented by its **President and Chief Executive Officer, ROY C. EBORA**, duly authorized for the purpose by the Board of Directors pursuant to Secretary's Certificate dated 04 AUGUST 2025 (Annex "B"), and hereinafter referred to as the "**SUPPLIER**";

WITNESSETH, that:

WHEREAS, the **PROCURING ENTITY** decided to use Framework Agreement on its procurement project for the PRODUCTION, PERSONALIZATION, KITTING AND DELIVERY OF 250,000 PIECES EMV ATM VISA CARDS AND CARD COLLATERALS FOR DBP (VIA SINGLE YEAR FRAMEWORK AGREEMENT) pursuant to Bid Reference No. 2025-06;

WHEREAS, this Agreement is for the option to purchase of goods determined to be necessary and desirable to address and satisfy the needs of the **PROCURING ENTITY** but by its nature, use or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined;

WHEREAS, the **PROCURING ENTITY** has the option to purchase the items provided in the Framework Agreement List, attached and made an integral part of this Agreement as provided in Article I, on a date and time to be determined in the Call-Off to be issued for such purpose by the **PROCURING ENTITY**; and

WHEREAS, the **SUPPLIER** which passed the eligibility screening conducted by the **PROCURING ENTITY**, shall maintain and update the eligibility requirements during period of this Agreement and shall honor all obligations under this Framework Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

Article I GENERAL CONSIDERATIONS

1. This Framework Agreement is an option contract. The **PROCURING ENTITY** is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with the **PROCURING ENTITY**. The **SUPPLIER** may not require or demand for the latter to purchase the items in the Framework Agreement List.
2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract which is attached thereto and made an integral part thereof.
3. The following documents (collectively, the "Annexes") shall be deemed to form and be read and construed as part of this Agreement:
 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Framework Agreement List and the Technical Specifications;
 - (c) the General Conditions of Contract;
 - (d) the Special Conditions of Contract;
 - (e) the Performance Security or Performance Securing Declaration;
 - (f) the Procuring Entity's Notice to Execute Framework Agreement;
 - (g) Mini Competition, when necessary; and
 - (h) Call-Offs.
4. The Parties shall endeavor to harmonize the provisions of this Framework Agreement and the Annexes so that each shall be effective. In the event of any inconsistency between the terms of this Framework 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 Framework Agreement including Annexes, Technical Specifications, and the Framework Agreement List together with the Call-offs, as the case may be, the terms of the Technical Specifications and the Framework Agreement List and the Call-Offs shall prevail.

Article II DURATION

The term of this Agreement shall be one (1) year from the date of execution of this Agreement, unless sooner revoked by both parties.

Article III CONSIDERATION

For the consideration of one peso (PHP 1.00), the **PROCURING ENTITY** has the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and the **SUPPLIER** commits to deliver the goods and perform the services subject to the conditions of the Call-off.

Article IV
PERFECTION OF PROCUREMENT CONTRACT

The Framework Agreement being an option contract, a procurement contract is perfected only when the **PROCURING ENTITY** exercises the option to procure any item from the Framework Agreement List through the issuance of a Call-off.

Article V
OBLIGATION TO ANSWER A CALL-OFF

Once the **PROCURING ENTITY** issues a Call-off, the **SUPPLIER** is bound to deliver the goods or perform the services identified at the time and date specified in the Call-off.

Failure on the part of the **SUPPLIER** to deliver goods or perform the services shall warrant forfeiture of performance security or performance securing declaration and imposition of liquidated damages as provided for in the Guidelines on use of Framework Agreement by all Procuring Entities without prejudice to all other applicable sanctions.

Article VI
TERMS AND CONDITIONS

The terms and conditions of this Framework Agreement shall be governed by Guidelines on the Use of Framework Agreement by all Procuring Entity and all relevant issuance of the GPPB.

IN WITNESS whereof, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines, on the day and year first above written.

Signed, sealed, delivered by **MICHAEL O. DE JESUS**, President and Chief Executive Officer (for the **PROCURING ENTITY**).

Signed, sealed, delivered by **ROY C. EBORA**, the President and Chief Executive Officer (for the **SUPPLIER**).

DEVELOPMENT BANK OF THE
PHILIPPINES
(**PROCURING ENTITY**)

By: (SIGNED)
MICHAEL O. DE JESUS
President and CEO. DBP

ALLCARD INC.
.....

(SIGNED)
ROY C. EBORA
President and CEO, AllCard Inc.

Signed in the presence of:

(SIGNED)
Senior Vice President, BBS
Development Bank of the Philippines

(SIGNED)
VICENTE N. MARTINEZ V
Senior Account Manager
AllCard Inc.

11.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MAKATI) SS.

BEFORE ME, this ____ day of AUG 29 2025 at MAKATI CITY
City, Philippines, appeared the following persons with their competent evidence
of identity and/or community tax certificate as follows:

Name	Competent Evidence of Identity	Date and Place of Issue
ROY C. EBORA President and CEO AllCard Inc.		
VICENTE N. MARTINEZ V Senior Account Manager AllCard Inc.		

known to me as the same persons who executed the foregoing **PRODUCTION, PERSONALIZATION, KITTING AND DELIVERY OF 250,000 PIECES EMV ATM VISA CARDS AND CARD COLLATERALS FOR DBP (VIA SINGLE YEAR FRAMEWORK AGREEMENT)** and acknowledge to me that the same are their free and voluntary act and deed, as well as the free and voluntary act and deed of the entities represented. They further acknowledge that the designated signatories shall initial or affix, on their behalf, her/his initials on each and every page of the Annexes of the Framework Agreement.

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

Doc No. 201 :
Page No. 42 :
Book No. X :
Series of 2025.

AGATHA JOSEPHINE V. MATABUENA
Notary Public for and in Makati City
Commission No. M-279
Valid Until 31 December 2025
Yebra Devesa Loon Santos Hernandez Law Office
Penthouse 399 Enzo Building,
Sen Gil Puyat Ave, Makati City
Roll of Attorneys No. 75087
PTR No. 10468614 / 01.03.2025 / Makati City
IBP No. 512323 / 01.08.2025 / Makati City
MCLE Compliance No. VII-0030696 / 4.14.2025

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MAKATI) SS.

BEFORE ME, this ____ day of 28 AUG 2025 at MAKATI CITY, City, Philippines, appeared the following persons with their competent evidence of identity and/or community tax certificate as follows:

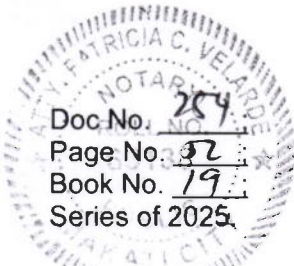
Name	Competent Evidence of Identity	Date and Place of Issue
MICHAEL O. DE JESUS President and CEO DBP		

Senior Vice President
DBP, BBS

known to me as the same persons who executed the foregoing PRODUCTION, PERSONALIZATION, KITTING AND DELIVERY OF 250,000 PIECES EMV ATM VISA CARDS AND CARD COLLATERALS FOR DBP (VIA SINGLE YEAR FRAMEWORK AGREEMENT) and acknowledge to me that the same are their free and voluntary act and deed, as well as the free and voluntary act and deed of the entities represented. They further acknowledge that AVP Manuel B. Coronel and VP Ricardo Josef S. Bandal II shall initial or affix, on their behalf, her/his initials on each and every page of the Annexes of the Framework Agreement.

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

(SIGNED)



DST NO. 03212907

ATTY. PATRICIA C. VELARDE
Notary Public for the City of Makati
Appointment No. M-147 until December 31, 2025
Roll of Attorneys No. 63138
IBP Lifetime No. 012809 05/07/2014
PTR Exempt under R.A. 7160
MCLE Compliance No. VIII-0005492 12/01/2023
18 DBP Building, Sen. Gil J. Privat Ave. Makati City