

CONTRACT AGREEMENT

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 President and Chief Executive Officer, MR. MICHAEL O. DE JESUS, duly authorized for this purpose as shown in the attached Secretary's Certificate dated 30 October 2025 [attached as Annex "F" hereof] (hereinafter called the "**PROCURING ENTITY**") of the one part and **RADENTA TECHNOLOGIES, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office address at Unit 2-BC, 2nd Floor, CBC Corporate Center, 724 Shaw Boulevard, Brgy. Wack Wack, Mandaluyong City herein represented by its Business Strategist, MS. CHARLYN S. DALUSONG, duly authorized for this purpose as shown in the attached Secretary's Certificate for Board Resolution dated 27 August 2025 [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 supply, delivery, installation, configuration and subscription of Managed Detection and Response plus Remediation (MDR+R) solution of the PROCURING ENTITY (the "Services") (Bid Reference No. G-2025-20)*. After the conduct of public bidding, the **SUPPLIER** was declared as the Lowest and Responsive Bidder and whose Bid was evaluated to be the 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: ONE HUNDRED THIRTY-NINE MILLION ONE HUNDRED SIXTY-EIGHT THOUSAND (PhP139,168,000.00)** for three (3) years or **PESOS: FORTY-SIX MILLION THREE HUNDRED EIGHTY-NINE THOUSAND THREE HUNDRED THIRTY-THREE & 33/100 (PhP46,389,333.33)** per 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 three (3) years commencing upon issuance of the Certificate of Acceptance by DBP ("Term") or until terminated in accordance with the provisions on *Contract Termination* under the Republic Act No. (RA) 12009, otherwise known as the "New Government Procurement Act", and its Implementing Rules and Regulations (IRR), as may be applicable, or by contractual notice of dismissal or extraordinary notice of cancellation if so required by 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 IRR of RA No. 12009, shall be deemed to form and be read and construed as integral part of this Contract, viz.:
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- (a) Philippine Bidding Documents (PBDs):
 - (i) Schedule of Requirements;
 - (ii) Terms of Reference (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 **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 TERMS OF REFERENCE, AS THE CASE MAY BE, THE TERMS OF REFERENCE SHALL PREVAIL.

5. In consideration for the sum of **PESOS: ONE HUNDRED THIRTY-NINE MILLION ONE HUNDRED SIXTY-EIGHT THOUSAND (Php139,168,000.00)** for the entire Term or **PESOS: FORTY-SIX MILLION THREE HUNDRED EIGHTY-NINE THOUSAND THREE HUNDRED THIRTY-THREE & 33/100 (Php46,389,333.33)** per year, 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.

DBP and Radenta Technologies, Inc.
Contract Agreement

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.

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

**DEVELOPMENT BANK OF THE
PHILIPPINES**
Procuring Entity

By:

(SIGNED)

MICHAEL O. DE JESUS
President and Chief Executive Officer

RADENTA TECHNOLOGIES, INC.
Supplier

By:

(SIGNED)

CHARLYN S. DALUSONG
Business Strategist

Signed in the Presence of:

(SIGNED)

Vice President

(SIGNED) _____
CHERIE MAE CUELA-ILAGAN
Witness for the Supplier

[the remainder of this page is intentionally left blank]

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Makati City) SS.

BEFORE ME, a Notary Public for and in the City of Makati, Philippines, this ____ day of 11 NOV 2025 2025, personally appeared the following:

Name	Government ID Presented	Place and Date Issued
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Radenta Technologies, Inc.
Represented by:

CHARLYN S. DALUSONG F

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 a **Contract Agreement** which consists of fifty-eight (58) 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. 164 ;
Page No. 34 ;
Book No. XX ;
Series of 2025.

DST NO. 17689303

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
10F DBP Building, Sen. Gil J. Puyat Ave., Makati City

