

## HARDWARE MAINTENANCE SUBSCRIPTION AGREEMENT

This **Hardware Maintenance Subscription Agreement** (the "Agreement") executed this \_\_\_\_\_ day of ~~NOV 17 2025~~, 2025 at Makati City by and between:

**TIM ENGINEERING SYSTEMS SOLUTIONS CORPORATION**, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at 5600 Sergio Osmeña Highway corner Arellano St., Palanan, Makati City, represented in this act by its authorized and designated representative, **MR [REDACTED] INTUNEZ**, as shown in the Corporate Secretary's Certificate dated October 02, 2025, attached hereto as Annex "K", and herein referred to as "**SUPPLIER**";

- and -

**DEVELOPMENT BANK OF THE PHILIPPINES**, a government financial institution duly organized and existing under and by virtue of the provisions of Executive Order No. 81, otherwise known as 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 Avenue corner Makati Avenue, Makati City, represented in this act by its Vice President and Head of IT Operations Group, **MS [REDACTED] IE**, as shown in the Secretary's Certificate dated \_\_\_\_\_, attached hereto as Annex "L", and herein referred to as "**DBP**".

(Each, a "Party", and collectively, the "Parties").

WITNESSETH: That

**WHEREAS, DBP** is in need of hardware maintenance subscription (the "Subscription") for **DBP's** EMC Storage for Production and Disaster Recovery (the "Hardware").

**WHEREAS, the SUPPLIER** has offered to provide the Subscription and **DBP** has agreed to accept the same and procure the Subscription of the **SUPPLIER** through Small Value Procurement as an alternative method of procurement under the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, otherwise known as the "New Government Procurement Act";

**NOW** Signed \_\_\_\_\_ and in consideration of the foregoing premises, the Parties have entered into this Agreement under the terms and conditions set forth below, including the Annexes.

### 1. DEFINITIONS

Certain terms used in this Agreement are defined in **Annex "A"**. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms, and phrases in this Agreement that are utilized in the IT industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context.

experience acceptable to **DBP**, or to require the **SUPPLIER** to resume the performance of the work itself.

- c. Alternate service provider shall not be allowed, the same being inconsistent with the R.A. No. 12009 (the "New Government Procurement Act").

**26. MODIFICATION AND AMENDMENT**

No modification/amendment or waiver of any provision of this Agreement shall in any event be effective unless the same be in writing and duly signed by the Parties.

**27. SUBMISSION OF TAX CLEARANCE**

As required under Executive Order (EO) No. 398, the **SUPPLIER** shall submit income and business tax returns duly stamped and received by the Bureau of Internal Revenue before entering into and during the effectivity of this Agreement. The **SUPPLIER**, through its responsible officer/s, shall also certify under oath that it is free and clear of all tax liabilities to the government. The **SUPPLIER** shall pay taxes in full and on time and that failure to do so will entitle **DBP** to suspend or terminate this Agreement.

**28. ENTIRE AGREEMENT**

Both Parties acknowledge that this Agreement and the relevant Annexes constitute the entire agreement between them and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the Parties relating to the subject matter hereof.

**29. COUNTERPARTS**

This Agreement 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 Agreement on the \_\_\_\_ day of NOV 17 2025, 2025 in CITY OF MAKATI.

**DEVELOPMENT BANK OF THE PHILIPPINES**

By:

Signed

VP P. J. ... E  
Head, IT Operations Group

**TIM ENGINEERING SYSTEMS SOLUTIONS CORPORATION**

*Supplier*

By:

Signed

JOSE ... EZ  
President