

## CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (the "Contract") made the \_\_\_\_\_ day of \_\_\_\_\_ 2026 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 Vice President and Officer-In-Charge of its Information and Communications Technology Sector, \_\_\_\_\_, duly authorized for this purpose as shown in the attached Secretary's Certificate dated July 18, 2023 [attached as Annex "F" hereof] (hereinafter called the "**PROCURING ENTITY**") of the one part and **TRENDS & TECHNOLOGIES, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office address at 6<sup>th</sup> Floor Trafalgar Plaza 105 H.V Dela Costa St., Salcedo Village, Makati City, Metro Manila, NCR, Philippines herein represented by its Sales Manager, Ms. **Mary Rose S. Hernandez**, duly authorized for this purpose as shown in the attached Secretary's Certificate for Board Resolution dated October 10, 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., *supply, delivery, installation, commissioning, and maintenance of Internet Link Load Balancer (ILLB) for the* **PROCURING ENTITY** (the "Services") (Bid Reference No. G-2025-25). After the conduct of public bidding, the **SUPPLIER** was declared as the Lowest Calculated and Responsive Bid 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: TEN MILLION THREE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED (PHP10,348,800.00)** (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 on the date of signing of this Contract until completion of herein services ("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 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 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.:

(a) Philippine Bidding Documents (PBDs):

(i) Schedule of Requirements;

- (ii) 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 **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 TECHNICAL SPECIFICATIONS, AS THE CASE MAY BE, THE TECHNICAL SPECIFICATIONS SHALL PREVAIL.**

5. In consideration for the sum of **PESOS: TEN MILLION THREE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED (PHP10,348,800.00)** for the entire Term, 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.

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  
\_\_\_\_\_ day of \_\_\_\_\_, 2026 in \_\_\_\_\_



**DEVELOPMENT BANK OF THE  
PHILIPPINES**  
*Procuring Entity*

**TRENDS & TECHNOLOGIES, INC.**  
*Supplier*

(SIGNED)

(SIGNED)

MARY ROSE S. HERNANDEZ

Signed in the Presence of:

(SIGNED)

Witness for the Procuring Entity

(SIGNED)

WINSTON V. CABIGAS  
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 28 JAN 2026 2026, personally appeared the following:

Name	Government ID Presented	Place and Date Issued
<b>Trends &amp; Technologies, Inc.</b> Represented by:  MARY ROSE S. HERNANDEZ		
<b>Development Bank of the Philippines</b> Represented by:  JOSE M. DE VERA		

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 thirty-four (34) 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. 364 ;  
Page No. 74 ;  
Book No. 11 ;  
Series of 2026.  
**DST No. 22467160**

**(SIGNED)**

**ATTY. BRIAN ILUMINADO T. MONZON**  
Notary Public for the City of Makati  
Appointment No. M-453 until December 31, 2026  
Roll of Attorneys No. 52257  
IBP Lifetime No. 018404 01/05/2016  
PTR Exempt under R.A. 7160  
MCLE Compliance No. **0005475**  
10F DBP Makati Head Office, Sen. Gil J. Puyat Ave., Makati City

