

ORIGINAL

CONTRACT NO. LOG MSSP 2024-12-154-MDC

SUBSCRIPTION OF ORACLE SOFTWARE UPDATES AND TECHNICAL SUPPORT FOR ONE (1) YEAR – ORACLE DBA SERVICES

PR NO. HO-IST25-001 / SVP241014-RA00449

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into in Quezon City, Philippines, by and between:

BY:

The **NATIONAL POWER CORPORATION**, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended, with its principal office address at Gabriel Y. Itchon Building, Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Vice President - Corporate Affairs Group, **ATTY. ROGEL T. TEVES**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

DBQUEST, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Unit 2606 Antel Global Corporate Center, 3 Doña Julia Vargas Avenue, Ortigas Center, Barangay San Antonio, Pasig City, Philippines, herein represented by its Account Manager, **MR. EDWIN I. TAGALA**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SERVICE PROVIDER**.

WITNESSETH: That –

WHEREAS, on 09 October 2024, NPC posted the Invitation to Bid for the Alternative Mode of Procurement - Negotiated Procurement (Small Value Procurement) of the Subscription of Oracle Software Updates and Technical Support for One (1) Year – Oracle DBA Services;

WHEREAS, out of three (3) prospective bidders who were invited to participate in the Negotiated Procurement, only one (1) prospective bidder submitted a price proposal during the bid opening conducted on 14 October 2024;

WHEREAS, SERVICE PROVIDER's bid offer was considered as the single calculated and responsive bid;

WHEREAS, NPC accepted the said bid of the SERVICE PROVIDER;

Contract between NPC and DBQUEST, INC.
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Oracle DBA Services
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DBQUEST, INC.
(SERVICE PROVIDER)

EDWIN I. TAGALA
Account Manager

SIGNED IN THE PRESENCE OF:

ADMIN OFFICER
(SERVICE PROVIDER)

VIRGILIO S. LEYBA
Manager, ITSD
(NPC)

NATIONAL POWER CORPORATION
(NPC)

ATTY. ROGEL T. TEVES
Vice President, Corporate Affairs Group

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

ARTICLE I

DOCUMENTS COMPRISING THE CONTRACT

The following documents are hereby incorporated and made part of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms hereof:

1. Terms of Reference for the Subscription of Oracle Software Updates and Technical Support for One (1) Year – Oracle DBA Services under PR No. HO-IST25-001 / SVP241014-RA00449;
2. Notice of Award;
3. Result of Bid Opening and Post Qualification Report dated 04 November 2024;
4. SERVICE PROVIDER's bid proposal dated 09 October 2024;
5. Notice to Proceed; and
6. The Performance Security to be filed by SERVICE PROVIDER in accordance with this Contract.

The documents mentioned above shall collectively be referred to as "Contract Documents".

In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

ARTICLE II

SCOPE OF WORK

The SERVICE PROVIDER shall supply and deliver software licenses, install updates, and provide technical support for the Oracle Database Enterprise Edition and Oracle Internet Developer Suite. The winning bidder shall also conduct end user training to four (4) NPC personnel.

ORACLE SUPPORT SERVICES INCLUSIONS:

1. Software Updates
2. Software Update is the based level for all Oracle support services and consists of:
 - 2.1 Program Updates
 - 2.2 General maintenance releases
 - 2.3 Selected functionality releases
 - 2.4 Patches via My Oracle Support
 - 2.5 Documentation updates
 - 2.6 Access to bug fixed information and patches on My Oracle Support

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DBQUEST, INC.
(SERVICE PROVIDER)


EDWIN I. TAGALA
Account Manager

BY:

SIGNED IN THE PRESENCE OF:


Anna Marie Alayon
(SERVICE PROVIDER)
Admin Officer


VIRGILIO S. JEYBA
Manager, ITSD
(NPC)

NATIONAL POWER CORPORATION
(NPC)


ATTY. ROGEL T. TEVES
Vice President, Corporate Affairs Group

BY:

PRODUCT SUPPORT

1. Assistance with Service Requests (SRs) twenty-four (24) hours per day, seven (7) days a week.
2. Access to My Oracle Support (24x7 web-based technical support system).
3. Ability to log Service Requests (SRs) through My Oracle Support.
4. Non-technical customer service during normal business hours (e.g. assistance with support identifiers, assistance with logging into My Oracle Support).

The SERVICE PROVIDER shall provide a warranty of one (1) year.

ARTICLE III **PROJECT DURATION AND LOCATION**

The contract duration shall be **ONE (1) YEAR** reckoned from receipt of Notice to Proceed.

The delivery shall be at ITSD, NPC-Head Office, Diliman, Quezon City and shall be within fifteen (15) calendar days from receipt of Notice to Proceed.

ARTICLE IV **TOTAL CONTRACT PRICE AND PAYMENT TERMS**

For and in consideration of the works to be undertaken by the SERVICE PROVIDER as specified in Article II hereof, NPC shall pay the SERVICE PROVIDER the total contract amount of and not exceeding **PHILIPPINE PESOS: SIX HUNDRED NINETY NINE THOUSAND PESOS (PHP 699,000.00)**.

All taxes, custom duties, tariffs, exports, excise and all other taxes assessed and charged by the taxing authority of the country of origin upon production, manufacture or shipment of all materials, equipment and supplies to be furnished under the Contract shall be borne by the SERVICE PROVIDER.

In addition, all taxes, fees, insurance and cost of delivery to site shall be borne by the SERVICE PROVIDER.

The SERVICE PROVIDER shall comply with BIR Revenue Regulation No. 17-2024 dated September 17, 2024.

ARTICLE V **PERFORMANCE SECURITY**

To guarantee the faithful performance of the SERVICE PROVIDER's obligation under this Contract, the SERVICE PROVIDER shall post a performance security which shall remain valid and effective during the contract duration.

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DBQUEST, INC.
(SERVICE PROVIDER)

EDWIN I. TAGALA
Account Manager

BY:

SIGNED IN THE PRESENCE OF:

Anna Marie Andaya
(SERVICE PROVIDER)
Admin Officer

VIRGILIO SILEYBA
Manager, ITSD
(NPC)

ATTY. ROGEL T. TEVES

Vice President, Corporate Affairs Group

NATIONAL POWER CORPORATION
(NPC)

BY:

ATTY. ROSEL T. TEVES
Vice President, Corporate Affairs Group

SIGNED IN THE PRESENCE OF:

VIRGILIO S. TEYBA
Manager, TSD
(NPC)

Atan Mari Domingo
(SERVICE PROVIDER)
Admin Officer

DBQUEST, INC.
(SERVICE PROVIDER)

EDWIN I. TAGALA
Account Manager

BY:

- Cash, Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal or Commercial Bank or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. Provided however, that it shall be confirmed or authenticated by a reputable local Universal or Commercial Bank if issued by a Foreign Bank equivalent to Five Percent (5%) of the contract price.
- Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total contract price.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to the NPC.

The performance security shall be valid for the duration of the contract and shall remain valid and effective until after sixty (60) days from NPC's final acceptance of the item. The Performance Bond shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of the failure of the SERVICE PROVIDER to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the SERVICE PROVIDER.

In case of surety bond, any extension of the contract time granted to the SERVICE PROVIDER, shall be considered as given, and any modification of the Contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that such extension of the contract time would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the SERVICE PROVIDER to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

ARTICLE VI LIQUIDATED DAMAGES

Should SERVICE PROVIDER fails to satisfactorily deliver any or all of the Goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, NPC shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%) of the contract amount, NPC may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

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ARTICLE VII
NON-ASSIGNMENT AND NO SUB-CONTRACTING

The SERVICE PROVIDER shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contracting or any other disposition, shall be sufficient ground for NPC to terminate or cancel this Contract motu proprio without need of judicial action. Should NPC give its written approval, such consent shall not relieve the SERVICE PROVIDER of its responsibilities under the Contract. The SERVICE PROVIDER shall ensure that the terms and conditions of any sub-contractor shall comply and conform with the terms and conditions of this Contract. The SERVICE PROVIDER shall be responsible for the observance by the sub-contractor of the terms and conditions of this Contract.

If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-contractor shall be removed or replaced immediately upon the written request of NPC, provided, however, that any failure of NPC to make such request shall not relieve the SERVICE PROVIDER of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the SERVICE PROVIDER because of the disapproval or removal of the sub-contractor, or because of the late submission of its approval.

ARTICLE VIII
AGREEMENT MODIFICATION

No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

ARTICLE IX
SUSPENSION OF WORK

NPC may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The SERVICE PROVIDER shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage.

Before the suspension order expires, the procuring entity concerned shall either lift such order or terminate the work covered by the same. If the suspension order is lifted, or if the period of the order expires, the SERVICE PROVIDER shall have the right to resume work. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

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DBQUEST, INC.
(SERVICE PROVIDER)

EDWIN I. TAGALA
Account Manager

BY:

SIGNED IN THE PRESENCE OF:

Anna Maria Tagala
(SERVICE PROVIDER)

VIRGILIO S. LEYBA
Manager, ITSD
(NPC)

NATIONAL POWER CORPORATION
(NPC)

ATTY. ROSEL T. TEVES
Vice President, Corporate Affairs Group

BY:

ARTICLE X **PRE-TERMINATION**

Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the SERVICE PROVIDER, by giving at least ten (10) day written notice, which shall be final and binding on all parties. Upon receipt of NPC's notice, the SERVICE PROVIDER cannot remove, withdraw or pull-out any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.

Any misrepresentation made by the SERVICE PROVIDER in the submission of documents, or suppression of material facts, which if known could have disqualified the SERVICE PROVIDER gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.

ARTICLE XI **WARRANTY CLAUSE**

SERVICE PROVIDER hereby warrants that it or its representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has it or its representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the SERVICE PROVIDER will not subcontract any portion or portions of the scope of work of the Contract awarded to it to any official or employee of the NPC and to the relatives within the 3rd degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project execution; and that if any commission is being paid to a private person; it shall disclose the name of said person and the amount being paid; and that any violation of this Warranty shall constitute sufficient ground for the rescission or cancellation of this Contract; or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of any action for the violation of RA No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the SERVICE PROVIDER and/or its representative and/or the erring NPC official(s) and employee(s).


ARTICLE XII **JOINT AND SEVERAL LIABILITY**

The liability of the SERVICE PROVIDER and/or any and all of the entities representing it on any manner under this Contract or relating thereto is joint and several, and for this reason NPC may proceed against any or all of

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AFG-LOG-007.F01
Rev. No. 0
Sheet 6 of 10

DBQUEST, INC.
(SERVICE PROVIDER)


EDWIN I. TAGALA
Account Manager

BY:

SIGNED IN THE PRESENCE OF:


ANNA MARIE ANDINO
(SERVICE PROVIDER)


VIRGILIO SULEYBA
Manager, ITSD
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY:


ATTY. ROGEL T. TEVES
Vice President, Corporate Affairs Group

them.

ARTICLE XIII **VALIDITY CLAUSE**

If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

ARTICLE XIV **EFFECTIVITY**

This Contract shall become effective upon receipt of the Notice to Proceed.

ARTICLE XV **VENUE OF ACTION**


The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City.

DBQUEST, INC.
(SERVICE PROVIDER)


EDWIN I. TAGALA
Account Manager

BY:

SIGNED IN THE PRESENCE OF:


Anna Alacil Andino
(SERVICE PROVIDER)


VIRGILIO S. LEYBA
Manager, ITSD
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY:


ATTY. ROGEL T. TEVES
Vice President, Corporate Affairs Group
(NPC)

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IN WITNESS WHEREOF, the parties hereto have signed this Contract
this 21st day of January, 2025 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

DBQUEST, INC.
(SERVICE PROVIDER)


BY:


ATTY. ROGEL T. TEVES
Vice President, Corporate Affairs Group

BY:



EDWIN I. TAGALA
Account Manager

SIGNED IN THE PRESENCE OF:


VIRGILIO S. LEYBA
Manager, ITSD
(NPC)


Anna Marie Andaya
(SERVICE PROVIDER)
Admin Officer

FUNDS AVAILABLE


LORRINA E. BOMEDIANO
Sr. Department Manager, Finance

CERTIFIED FUNDS AVAILABLE	
PERIOD	2025
JOB ORDER	96.113
COST CENTER	20300
AMOUNT	P 699,000.00

(G) P559,200.00
(L) P 139,800.00

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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.


ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this
_____ day of JAN 21 2025, 2025, personally appeared **ATTY. ROGEL T. TEVES**, Vice President, Corporate Affairs Group, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1300273, known to me and to me known to be the same person who executed the foregoing instrument consisting of ten (10) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Company he represents.

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

Notary Public
Until December 31, 2025
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 122 ;
Page No. 24 ;
Book No. 1 ;
Series of 2025.


ATTY. LUDY B. ARAGONA
Notary Republic for Quezon City
Commission No. NP-393 (2024-2025)
Commission Expires on 31 December 2025
Roll No. 84558
IBP No. 500293; 01/06/25; Quezon City
PTR No. 6990482; 01/03/25; Quezon City
MCLE No. VIII-0014714; 10/16/24; Quezon City
4th Floor Gabriel Y. Itchon Building Senator Miriam
P. Defensor-Santiago Avenue (formerly BIR Road)
Corner Quezon Avenue, Diliman, Quezon City

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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S
PASIG CITY

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this JAN 15 2025 day of JAN 15 2025, 2025, personally appeared **MR. EDWIN I. TAGALA**, Account Manager, **DBQUEST, INC.**, with Identification Document in the form of VM10 33-6151255-5 issued by Mandala 10 19 at June 2000, known to me and to me known to be the same person who executed the foregoing instrument consisting of ten (10) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Company he represents.

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

FERDINAND AYALA
Notary Public

Until December 31, 2025

For and in Pasig City and the Municipality of Pateros
Appointment No. 96 (2019-2025) until 12/31/2025
MCLE Exemption No. 334, until 04/14/28
Roll No. 46377; 1HP LRM 02459; OR 535866; 06/21/2001
PTR No. 334, until 04/14/28
TIN 123-011-783; PTR 2831461AA; 01/03/25; Pasig City
U-5, G/F West Tower PSE, Exchange Road
Ortigas Center, Pasig City Tel. +632-86314090

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