

CONTRACT NO. LOG MSSP 2023-07-058-MDC

**LICENSE AND SUPPORT RENEWAL OF ORACLE DATABASE ADMINISTRATOR SERVICES AND ORACLE LINUX
HO-IST23-014 / SVP230530-RM00148 (SVP2)**

KNOW ALL MEN BY THESE PRESENTS:

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

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 NPC Building, BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Officer-in-Charge, Office of the Vice President-Corporate Affairs Group, **MS. MA. ANNABEL P. VERSOZA**, 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 Ave., Ortigas Center, 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 10 June 2023, NPC posted the Invitation to Bid for the 2nd Negotiated Procurement – Small Value Procurement of the License and Support Renewal of Oracle Database Administrator Services and Oracle Linux;


WHEREAS, only one (1) prospective bidder submitted a price proposal during the bid opening conducted on 14 June 2023;

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

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

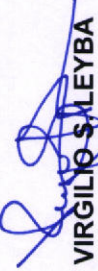
NOW, THEREFORE, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:


Contract between NPC and DBquest, Inc.
License and Support Renewal of Oracle Database Administrator Services and Oracle Linux
Contract No. LOG MSSP 2023-07-058-MDC

DBQUEST, INC.
(SERVICE PROVIDER)

EDWIN I. TAGALA
Account Manager

BY:

Anna Marie Asuncion
(SERVICE PROVIDER)

SIGNED IN THE PRESENCE OF:

VIRGILIO S. LEYBA
Department Manager, ITSD
(NPC)

NATIONAL POWER CORPORATION
(NPC)

MA. ANNABEL P. VERSOZA
OIC - Office of the Vice President
Corporate Affairs Group

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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 License and Support Renewal of Oracle Database Administrator Services and Oracle Linux under PR No. H HO-IST23-014 / SVP230530-RM00148 (SVP2);
2. Notice of Award dated 25 July 2023;
3. Result of Bid Opening and Post Qualification Report dated 26 June 2023;
4. SERVICE PROVIDER's bid proposal dated 13 June 2023;
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 delivery the renewal of the licenses, subscription, support and services for the following existing Oracle products of National Power Corporation Head Office:

1. Oracle Database Administrator Technical Support & Services for Oracle Database-related concerns including but not limited to Oracle health checks, knowledge transfer, and emergency onsite/off-site services for the Oracle Databases; and
2. Oracle Linux Premier Support

The SERVICE PROVIDER must possess substantial knowledge and understanding, and have performed enhancements, corrections, and upgrades with the existing Oracle system of National Power Corporation.


ACCEPTABLE DETAILED REQUIREMENTS

A. Oracle Database Administrator (DBA) Support and Maintenance Services

- A.1 DBA services shall be twenty-four (24) man-days in which period shall commence from issuance of acceptance by the end user.

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DBQUEST, INC.
(SERVICE PROVIDER)



EDWIN I. TAGALA
Account Manager

BY:


SIGNED IN THE PRESENCE OF:


Anna Marie Andug
(SERVICE PROVIDER)

NATIONAL POWER CORPORATION
(NPC)



VIRGILIO S. LEYBA
Department Manager, ITSD
(NPC)

BY:

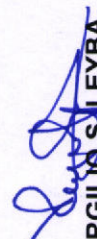

MA. ANNABEL P. VERSOZA
OIC - Office of the Vice President
Corporate Affairs Group

NATIONAL POWER CORPORATION
(NPC)

BY:



MA. ANNABEL P. VERSOZA
OIC - Office of the Vice President
Corporate Affairs Group

SIGNED IN THE PRESENCE OF:


VIRGILIO S. LEYBA
Department Manager, ITSD
(NPC)


Anna Maria Andugoo
(SERVICE PROVIDER)

DBQUEST, INC.
(SERVICE PROVIDER)


EDWIN I. TAGALA
Account Manager

BY:

A.2 Proactive Services

- Oracle Health Checks
- Oracle Database Installation
- Oracle Back-up and Recovery
- Oracle Data Guard
- Oracle Database Performance Tuning
- Oracle Database Configurations
- Oracle SQL Tuning
- Oracle Troubleshooting
- Oracle Real Application Clusters
- Oracle Database Migration / Upgrade

A.3 Reactive Services

- Emergency Database Recovery and On-call/Onsite Services
- Onsite Problem Resolution
- Performance Tuning

B. Oracle Linux Premier Support

B.1 Oracle Linux Premier Support for Systems with any number of physical CPUs per system

C. Oracle Support Services

- C.1 Software Updates
- C.2 Software Updates is the base level for all Oracle support services and consists of:
 - Program updates
 - General maintenance releases
 - Selected functionality releases
 - Patches via My Oracle Support
 - Documentation updates
 - Limited access to bug fix information and patches on My Oracle Support

D. Product Support

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

**ARTICLE III
PROJECT DURATION AND LOCATION**

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

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The SERVICE PROVIDER shall supply and deliver the deliverables at ITSD, NPC-Head Office, Diliman, Quezon City 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 EIGHT HUNDRED FORTY THOUSAND (PHP 840,000.00) ONLY.**

All taxes, custom duties, tariffs, exports, excise and all other taxes assess 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.

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.


- a. 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.
- b. 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 National Power Corporation.

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

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DBQUEST, INC.
(SERVICE PROVIDER)

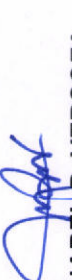

EDWIN I. TAGALA
Account Manager

BY:

SIGNED IN THE PRESENCE OF:


Arana Marie Arandaza
(SERVICE PROVIDER)

NATIONAL POWER CORPORATION
(NPC)


MA. ANNABEL P. VERSOZA
OIC - Office of the Vice President
Corporate Affairs Group

BY:

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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 fail 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%), NPC may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

**ARTICLE VII
NON-ASSIGNMENT AND NO SUB-CONTRACT**

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-contract shall comply and conform with the terms and conditions of this Contract. The SERVICE PROVIDER shall be responsible for the observance by the sub-SERVICE PROVIDER 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-SERVICE PROVIDER 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-SERVICE PROVIDER, or because of the late submission of its approval.

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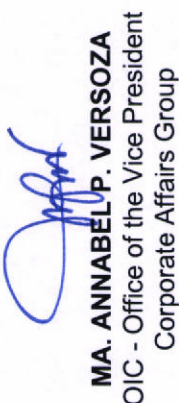

EDWIN I. TAGALA
Account Manager

BY:

SIGNED IN THE PRESENCE OF:


ANNA MARIE ANCLADO
(SERVICE PROVIDER)

NATIONAL POWER CORPORATION
(NPC)


MA. ANNABEL P. VERSOZA
OIC - Office of the Vice President
Corporate Affairs Group

BY:

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.

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.

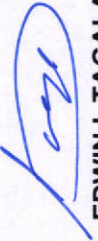
Any misrepresentation made by the SERVICE PROVIDER in the submission of documents, or suppression of material facts, which if known could have disqualified the SERVICE PROVIDER gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate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


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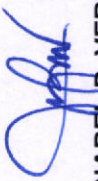
DBQUEST, INC.
(SERVICE PROVIDER)

EDWIN I. TAGALA
Account Manager

BY:

SIGNED IN THE PRESENCE OF:


(SERVICE PROVIDER)

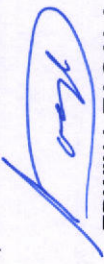

VIRGILIO SALEYBA
Department Manager, ITSD
(NPC)

NATIONAL POWER CORPORATION
(NPC)

MA. ANNABEL P. VERSOZA
OIC - Office of the Vice President
Corporate Affairs Group

BY:

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he or his 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 him 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; he 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 his representative and/or the erring NPC official(s) and employee(s).

DBQUEST, INC.
(SERVICE PROVIDER)

EDWIN I. TAGALA
Account Manager

BY:

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 to thereto is joint and several and for this reason NPC may proceed against any or all of 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

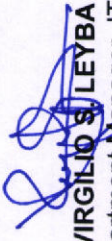
This Contract shall become effective upon receipt of the Notice to Proceed.

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.

SIGNED IN THE PRESENCE OF:


ANNA MARIE ANDUGAN
(SERVICE PROVIDER)


VIRGILIO S. LEYBA
Department Manager, ITSD
(NPC)

NATIONAL POWER CORPORATION
(NPC)


MA. ANNABEL P. VERSOZA
OIC - Office of the Vice President
Corporate Affairs Group

BY:

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IN WITNESS WHEREOF, the parties hereto have signed this Contract this 14th day of August, 2023 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

DBQUEST, INC.
(SERVICE PROVIDER)

BY:

MA. ANNABEL P. VERSOZA
OIC - Office of the Vice President
Corporate Affairs Group

BY:

EDWIN I. TAGALA
Account Manager

SIGNED IN THE PRESENCE OF:

VIRGILIO S. LEYBA
Department Manager, ITSD
(NPC)

Anna Marie Andino
(SERVICE PROVIDER)

CB1#FPD-24-07-5321
₱424,131.14

FUNDS AVAILABLE

LORLINA E. BOMEDIANO 8/2/23

Sr. Department Manager, Finance

CERTIFIED FUNDS AVAILABLE	
PERIOD	Aug 19 to Dec. 31, 2023
JOB ORDER	58113
COST CENTER	2013m
AMOUNT	₱309,836.07

omn(G) ₱61,967.22
non-omn(G) ₱247,868.85

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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 AUG 14 2023, 2023, personally appeared **MS. MA. ANNABEL P. VERSOZA**, OIC, OVP-CAG, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1300246, 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 she acknowledged before me that the same is her free and voluntary act and deed and that of the Company she represents.

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

Notary Public
Until December 31, 2023
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 27 ;
Page No. 7 ;
Book No. 2 ;
Series of 2023.

ATTY. RODOLFO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-339(2023-2024)
Commission Expires on 31 December 2024
Roll No. 44291
IBP No. 307796; 01/31/2023; Tarlac
PTR No. 4028415; 01/03/2023; Quezon City
MCLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

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