



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE OF AWARD

FEB 14 2025

MICHIELSON L. LUAKIAN

President and Chief Executive Officer
DBP Data Center, Inc.
9/F DBP Building Sen. Gil Puyat Avenue,
Makati City

Dear **Mr. Lukian:**

We are pleased to inform you that the contract for the Project, "DBM Secondary Data Center Subscription," in the amount of Five Hundred Ninety Two Million Eight Hundred Fifty Seven Thousand Four Hundred Seventy Pesos and Four Centavos (P592,857,470.04), is hereby awarded to the DBP Data Center, Inc.

Thank you and God Bless.

Very truly yours,


LEONIDO J. PULIDO III
Assistant Secretary

Received

NOA & MOA - 4 copies

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FEB 17 2025



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE TO PROCEED

FEB 25 2025

MICHELSON L. LUAKIAN

President and Chief Executive Officer
DBP Data Center, Inc.
9/F DBP Building Sen. Gil Puyat Avenue,
Makati City

Dear **Mr. Lukian:**

This is to inform your agency that the performance of the obligations specified in the attached Memorandum of Agreement for the Project, "DBM Secondary Data Center Subscription," shall commence upon receipt of this Notice to Proceed in accordance with Sections 37.4 and IV(L) of Annex "H" of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (The Government Procurement Reform Act).

Thank you and God Bless.

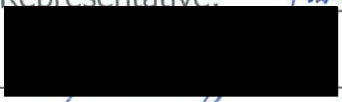
Very truly yours,



LEONIDO J. PULIDO III
Assistant Secretary

I acknowledge receipt and acceptance of this Notice on FEB 26, 2025.

Name of Authorized Representative: MARLON M. LACAN

Signature: 

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

FEB 26 2025

This Memorandum of Agreement made and entered into this _____ 2025 by and between the following:

The **DEPARTMENT OF BUDGET AND MANAGEMENT**, a government agency duly organized and existing under the laws of the Republic of the Philippines with principal office address at General Solano St., San Miguel, Manila, represented herein by its **ASSISTANT SECRETARY, LEONIDO J. PULIDO III**, hereinafter called the "**DBM**";

-and-

The **DBP DATA CENTER, INC.**, a government agency duly organized and existing under the laws of the Republic of the Philippines with office address at 9/F DBP Building Sen. Gil Puyat Avenue, Makati City, represented by its **MICHIELSON L. LUAKIAN**, hereinafter called the "**DBP DCI**";

Collectively, the "**Parties**";

WITNESSETH:

WHEREAS, the Information and Communications Technology Systems Service (ICTSS), as the end-user unit, determined the need to ensure the DBM's business continuity, data protection, and high availability of IT services. Moreover, modernizing the Data Center of DBM by implementing advanced future proof Data Center technology solutions that includes but not limited to compute, storage, network, cybersecurity components, and connectivity to the Secondary Data Center;

WHEREAS, the CY 2025 Supplemental Indicative Annual Procurement Plan of the DBM includes the Project, "DBM Secondary Data Center Subscription," with an Approved Budget for the Contract of Six Hundred Twenty-One Million Five Hundred Thirty Thousand Pesos (P621,530,000.00);

WHEREAS, Sections V(D)(5)(a) and (b) of the Annex "H" of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184¹ re Consolidated Guidelines for the Alternative Methods of Procurement (Guidelines) provide, in part, the definition of Agency-to-Agency as the "[p]rocurement from another agency of the government (i.e., Servicing Agency) that has the mandate to deliver goods or services or to undertake infrastructure projects or consultancy services as required by the Procuring Entity", and the rule that it is the general policy of government to purchase its requirements from the private sector. However, it acknowledges that, in some exceptional cases, procurement from another agency of the government is more efficient and economical for the government, subject to the following conditions, among others: (i) The Procuring Entity shall justify that entering into an Agency-to-Agency Agreement with the Servicing Agency is more efficient and economical to the government; (ii) Servicing Agency has the mandate to deliver the goods and services required to be procured or to undertake the infrastructure project or consultancy required by the Procuring Agency; (iii) Servicing Agency has the absorptive capacity to undertake the project; (iv) Servicing Agency owns or has access

¹ Government Procurement Reform Act

to the necessary tools and equipment required for the project; (v) Sub-contracting is not allowed;

WHEREAS, Securities and Exchange Commission Certificate of Amended Articles of Incorporation of the DBP Data Center, Inc. (DBP DCI) states, among others, that: "[t]he Primary Purpose is **to engage in Information Technology (IT) facilities management, systems application development, systems integration, providing IT solutions, contact centers operation, business processes outsourcing, consultancy services and other IT related services for government and non-government institutions. (As amended on June 20, 2008)**"; and the Secondary Purpose are: (a) to monitor the flow of records and accounts of the different corporations, firms and entities engaged in business within and outside the Philippines; (b) to develop information systems that will provide data and information needed for the business of a particular firm, corporation or entity; (c) to provide consultancy services for the effective evaluation of Management Information System and related programs for the efficient and economical realization of business objectives; (d) to engage in partnership with other firms, organizations, and agencies that will provide the needed technology in the IT industry; and (e) To perform such other services related hereto. (As amended on June 20, 2005) xxx (emphasis supplied);

WHEREAS, pursuant to item (ii) of Section V(D)(5)(c) of the Guidelines and per letter dated December 13, 2024, the DBM-BAC requested for a Certification from the DBP DCI that covers the following conditions:

1. That the agency has the mandate to deliver the IT services required to be procured by the DBM;
2. That the agency has the absorptive capacity to undertake the project;
3. That the agency owns or has access to the necessary tools and equipment required for the project; and
4. That sub-contracting is not allowed for the project.

WHEREAS, DBP DCI submitted the required Certification dated October 28, 2024, issued by Mr. Michielson L. Luakian, President and CEO of the DBP DCI, covering the required conditions;

WHEREAS, after careful assessment of the submitted documents and as recommended by the ICTSS, as the end-user unit, the DBM-BAC has verified that the resort to Agency-to-Agency with the DBP DCI as the Servicing Agency, pursuant to Section 53.5 of the 2016 Revised IRR of RA No. 9184, is more efficient and economical for the DBM, in accordance with item (i) of Section V(D)(5)(c) of the Guidelines;

WHEREAS, item 6 (d) of the Implementing Guidelines on Agency-to-Agency Agreements, issued by the Government Procurement Policy Board (GPPB) through Resolution No. 018-2007 dated May 31, 2007, provides that the use of Agency-to-Agency Agreement shall be subject to the prior approval of the Secretary, as the Head of the Procuring Entity (HoPE), upon recommendation of the BAC;

WHEREAS, items (iii) and (iv) of Section V(D)(5)(c) of the Guidelines provide that based on the assessment and recommendation of the end-user unit, the BAC shall issue a Resolution recommending the use of Agency-to-Agency Agreement to the Head of the Procuring Entity (HoPE), and in case of approval, the HoPE shall enter into a Memorandum of Agreement (MOA) with the Servicing Agency (i.e., DBP DCI);

WHEREAS, in accordance with Section V.D.5(c) (iii) of the Guidelines, the DBM-BAC, through Resolution No. 2024-112, recommended to the Secretary of the

DBM as the HoPE, that the contract for the Project, "DBM Secondary Data Center Subscription," in the amount of Five Hundred Ninety Two Million Eight Hundred Fifty Seven Thousand Four Hundred Seventy Pesos and Four Centavos (P592,857,470.04) be awarded to DBP DCI through an Agency-to-Agency Agreement, pursuant to Section 53.5 of the same IRR of RA No. 9184;

WHEREAS, the aforesaid recommendation of the DBM-BAC was subsequently approved by the Secretary of the DBM as the HoPE;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, stipulations and agreements, the Parties have agreed, as they do hereby agree, and bind themselves as follows:

1. The following documents shall form and be read and construed as part of this Memorandum of Agreement (MOA):

- Annex A – Detailed Technical Specifications
- B – Submitted Certification
- C – Submitted Documentary Requirements
- D – Notice of Award

2. In consideration of the payments to be made by the DBM pursuant to this MOA, DBP DCI hereby covenants with the DBM to provide restoration and treatment services in accordance with the following Detailed Technical Specifications and specified in Annex "A" hereof.

3. Further, DBP DCI warrants the following:

- i. that DBP DCI as the Servicing Agency, has the mandate to deliver the services required by the DBM;
- ii. that DBP DCI owns and has access to the necessary tools and equipment required;
- iii. that DBP DCI has the absorptive capacity to undertake the project; and
- iv. that DBP DCI will not enter into any sub-contracting activities pertaining to the subject project.

5. The period for the performance of the obligations under this MOA shall not go beyond the validity of the appropriation for this Project.

6. Entire Agreement. The Parties agree that this MOA, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the Parties are included in this MOA, including the attached Annexes, except as set forth herein.

7. Confidentiality. The Parties are required to maintain the confidentiality of information which shall pertain to those which: (i) are by its nature confidential; (ii) are designated by the Parties as such; and (iii) they know or ought reasonably to know are confidential. Disclosure of any confidential information may only be made upon consent of the party to whom the confidential information belong or pertain to.

8. Governing Law. This MOA shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any action brought to enforce or interpret this MOA shall be brought to the courts of the City of Manila to the exclusion of all other courts.

9. Good Faith. The Parties undertake to act in good faith with respect to each other's rights under this MOA and to adopt all reasonable measures to ensure the realization of the objectives of this MOA.

IN WITNESS WHEREOF, the Parties hereto have signed this MOA on this 26 day of FEB 26 2025 at General Solano St., San Miguel, Manila, Philippines.

**DEPARTMENT OF BUDGET AND
MANAGEMENT**

By:

LEONIDO J. PULIDO III
Assistant Secretary

DBP DATA CENTER, INC.

By:

MICHIELSON L. LUAKIAN
President and Chief Executive Officer

SIGNED IN THE PRESENCE OF:

MARINEL M. RAMOS
Director IV, ICTSS

JOSE CARMELO J. PORCIUNCULA
Chief Operating Officer

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MANILA) S.S.

BEFORE ME, FEB 26 2025 a Notary Public for and in the City of MANILA Philippines on this ____ day of ____ 2025, personally appeared the following:

NAME	VALID ID	VALID UNTIL
LEONIDO J. PULIDO III		
MICHIELSON L. LUAKIAN		

known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This MOA for the DBM Secondary Data Center Subscription was signed by the Parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this FEB 26 2025 day of ____, 2025.

Doc. No. 91;
Page No. 2;
Book No. 10;
Series of 2025.

ATTY. MARIELLE JENELLE L. LAGUERTA
Notary Public for City of Manila- Until Dec. 31, 2025
Notarial Commission No. 2024-179
Tower 3, 3K, No. 181 N. Lopez St., Ermita, Manila
I.B.P. NO. 488207- Dec. 27, 2024 for the year 2025
PTR. NO. 2041441- Jan. 2, 2025 at Manila
VIGLE NO. VIII-0010660- Valid until 4-14-2028 Roll No. 88.114