

AGREEMENT

This AGREEMENT (the "Agreement") made this _____ day of _____ 2025 between **DEVELOPMENT BANK OF THE PHILIPPINES**, 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 Ali corner Makati Avenue, Makati City, Philippines, herein represented by its **PRESIDENT AND CHIEF EXECUTIVE OFFICER, MICHAEL O. DE JESUS** (hereinafter called "the Procuring Entity"), duly authorized for this purpose as shown in the attached Secretary's Certificate dated 26 MAR 2025 (attached herein as Annex "A"), and **OCM STEEL CORPORATION**, a domestic corporation, with principal office address at No. 34 Marlboro cor. Winston St., East Fairview Park Subdivision, Barangay Fairview, Quezon City, herein represented by its **President, Mr. Oscar C. Mercado** duly authorized for this purpose as shown in the attached Secretary's Certificate dated 20 January 2025 [attached as Annex "G" hereof] (hereinafter called "the Contractor").

WHEREAS, the Procuring Entity invited Bids for the infrastructure project, viz., *Fit-Out Construction of the Visayas Avenue Branch of the Development Bank of the Philippines* (hereinafter called the "Works"). After the conduct of public bidding, the Contractor was declared as the Lowest Calculated and Responsive Bidder and whose Bid was evaluated to be the most advantageous to the government and thus, the Procuring Entity has accepted the Bid by the Contractor for the infrastructure project in the sum of *Pesos: Thirty Million Thirteen Thousand Eighty and 80/100 (PhP 30,013,080.80)* (hereinafter called the "Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. This Agreement shall take effect upon signing hereby of the Parties, and the Contractor shall commence performance of its obligations upon issuance by the Procuring Entity of a Notice to Proceed. This Agreement shall continue to be in full force and effect from the date of signing of this Agreement until completion of herein services or until terminated in accordance with the provisions on *Termination* under the RA No. 9184 and its 2016 Revised Implementing Rules and Regulations or at any time upon the instruction of the Bangko Sentral ng Pilipinas (BSP).

2. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

3. The following documents, as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- (a) Philippine Bidding Documents (PBDs);
 - (i) Drawing Plans;
 - (ii) Specifications;
 - (iii) General and Special Conditions of Contract; and
 - (iv) Supplemental or Bid Bulletins, if any.
- (b) Contractor's Bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- (c) Bid form, including all documents/stated contained in the Contractor's bidding envelopes, as annexes, and all other documents submitted (e.g.

Contractor's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid valuation;

- (d) Performance Security;
- (e) Notice of Award of Contract and the Contractor's conforme thereto;
- (f) Performance Evaluation of 3rd Party Contracts/Contracts;
- (g) Data Privacy Consent Form;
- (h) Contractor's Secretary's Certificate for Board Resolution; and
- (i) Other contract documents that may be required by existing laws and/or the Procuring Entity in the PBDs. Contractor agrees that additional contract documents or information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the Agreement's execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Agreement.

The Parties shall endeavor to harmonize the provisions of this Agreement and the Annexes so that each shall be effective. In the event of any inconsistency between the terms of this Agreement 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 Agreement including the annexes and the Scope of works, the terms of the Scope of Works shall prevail.

4. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby agrees with the Procuring Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

5. The Procuring Entity hereby agrees to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of this Agreement at the times and in the manner prescribed by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the _____ day of _____, 2025 in _____.

DEVELOPMENT BANK OF THE PHILIPPINES

By:

(SIGNED)
MICHAEL O. DE JESUS
President and CEO
Development Bank of the Philippines

(SIGNED)

Acting Head, Corporate Sector Services
Development Bank of the Philippines

OCM STEEL CORPORATION

(SIGNED)
MR. OSCAR C. MERCADO
President

Signed in the presence of:

ANATOLIO D. LIZARDON

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Makati City) SS.

BEFORE ME, a Notary Public for and in the City of Makati, Philippines, this ____ day of 02 APR 2025 2025, personally appeared the following:

Name	Government ID Presented	Place and Date Issued
OCM STEEL CORPORATION Represented by: OSCAR C. MERCADO		
Development Bank of the Philippines Represented by: MICHAEL O. DE JESUS		

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 an **Agreement** which consists of _____ (____) 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. 50 ;
Page No. 11 ;
Book No. XVIII ;
Series of 2025.

DST_{no.} 29163240

ATTY. PATRICIA C. VELARDE

Notary Public for the City of Makati
Appointment No. M-147 until December 31, 2025
Roll of Attorneys No. 63138
IBP Lifetime No. 012809 05/07/2014
PTR Exempt under R.A. 7160
MCLE Compliance No. VIII-0005492 12/01/2023
10F DBP Building, Sen. Gil J. Puyat Ave., Makati City

[Handwritten signature]