### **CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (the "Contract") made Athe 1920ay of 2025 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 its President and CEO, MICHAEL O. DE JESUS, duly authorized for this purpose (hereinafter called the "PROCURING ENTITY") of the one part and ISOURCE ASIA BUSINESS SOLUTIONS CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office address at 497-B Imelda Bldg., Calbayog St., Brgy. Highway Hills, Mandaluyong City, Philippines herein represented by its President, JOYGIE C. PASCUAL, duly authorized for this purpose as shown in the attached Secretary's Certificate for Board Resolution dated 22 July 2025 [attached as Annex "F" hereof] (hereinafter called the "SUPPLIER") of the other part:

WHEREAS, the PROCURING ENTITY invited Bids for certain goods and ancillary services, viz., managed print services of the PROCURING ENTITY (the "Services") (Bid Reference No. G-2025-07). After the conduct of public bidding, the SUPPLIER was declared as the Single Calculated Bidder 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: NINETEEN MILLION ONE HUNDRED ELEVEN THOUSAND THREE HUNDRED TWENTY-ONE & 32/100 (PhP19,111,321.32) for three (3) years or PESOS: SIX MILLION THREE HUNDRED SEVENTY THOUSAND FOUR HUNDRED FORTY & 44/100 (PhP6,370,440.44) per year at PhP1.24 per print (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 within ninety (90) days 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 \_\_\_\_\_\_ until \_\_\_\_\_\_, or until the Contract Price has been fully consumed, whichever comes first ("Term") or until terminated in accordance with the provisions on Contract Termination under the Republic Act (R.A.) No. 9184, otherwise known as the "Government Procurement Reform Act", and its Revised Implementing Rules and Regulations 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 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 Contract, viz.:
  - (a) Philippine Bidding Documents (PBDs):
    - Schedule of Requirements;

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- (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 TERMS OF THE TECHNICAL SPECIFICATIONS SHALL PREVAIL.

- 5. In consideration for the sum of PESOS: NINETEEN MILLION ONE HUNDRED ELEVEN THOUSAND THREE HUNDRED TWENTY-ONE & 32/100 (PhP19,111,321.32) for the entire Term or PESOS: SIX MILLION THREE HUNDRED SEVENTY THOUSAND FOUR HUNDRED FORTY & 44/100 (PhP6,370,440.44) per year at PESO: ONE & 24/100 (PhP1.24) per print, 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.

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IN WITNESS WHEREOF, the Parties hereto have signed this Contract on the day of AUG 19 2025 in MANDALUYONG CITY

# DEVELOPMENT BANK OF THE PHILIPPINES

Procuring Entity

Signed in the Presence of:

(SIGNED)
MICHAEL O. DE JESUS
President and CEO

(SIGNED)

AVP DEXTER I. 7AN Witness for the Procuring Entity

(SIGNED)

JOYGIE & PASCUAL President

(SIGNED)
PAUL RYAN D. CARINGAL
Witness for the Supplier

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DBP and ISource Asia Business Solutions Corp. Contract Agreement

#### **ACKNOWLEDGMENT**

Makati City) SSMANDALUYONG CIT	Υ	
day of		
Name	Government ID Presented	Place and Date Issued

**Business** ISource Asia Solutions Corp. Represented by:

REPUBLIC OF THE PHILIPPINES)

Joygie C. Pascual

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 a Contract 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. Page No. \_ Book No. Series of 2025.

## (SIGNED)

IOVEN WISEVILLANU NOTARY PUBLIC FOR CITY OF MANDALUYONG

COMMISSION NO. 0285-25 VALID UNTIL DECEMBER 31, 2026 ROLL NO. 53970(53)

IBP LIFETIME NO. 011802 12-29-12; RIZAL PTR NO. 5709362 TOZE & WARDALEYONG MCLE EXEMPTION 8.0, VOLACADDO 4073 14 APRIL 2028 UG 03 CLOYLAND LEAW TOWER SHAW BOULEVARD, MANDALUYONG CITY