

## **A G R E E M E N T**

---

THIS AGREEMENT (the "Agreement") made the 18th day of September 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") of the one part and **The Joint Venture of Studio 5 Designs, Inc. and The House Printers Corporation**, both corporations duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Room 302, Cityland Condominium III, #105 V.A. Rufino St. corner Esteban St., Legaspi Village, 1229 Makati City and at Shop 8 National Road Brgy. Muzon Taytay, Rizal, Manila E Rd, Taytay, Rizal, respectively, herein represented by its lead partner Studio 5 Designs, Inc.'s President, **MARIA LYDIA Y. OROSA**, duly authorized for this purpose as shown in the attached Secretary's Certificate for Board Resolution [attached as Annex "F" hereof] (hereinafter called the "Service Provider") of the other part:

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, viz., *the engagement of an advertising / design service provider for the design, content development, printing, and delivery of the 2024 DBP Annual and Sustainability Report*. After the conduct of public bidding, the Service Provider 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 Service Provider for the supply of those goods and services in the sum of *Pesos: Four Million Nine Hundred Twenty-Eight Thousand (PhP4,928,000.00)* (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 Service Provider 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. 12009 and its Implementing Rules and Regulations (IRR) 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 Agreement 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 Implementing Rules and Regulations of Republic Act No. 12009, shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - (a) Philippine Bidding Documents (PBDs);
    - (i) Schedule of Requirements;
    - (ii) Terms of Reference or Technical Specifications (Annex A);
    - (iii) General and Special Conditions of Contract; and
    - (iv) Supplemental or Bid Bulletins, if any.

- (b) Service Provider'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 Service Provider's bidding envelopes, as annexes, and all other documents submitted (e.g. Service Provider'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 Service Provider's conforme thereto (Annex C);
- (e) Performance Evaluation of 3rd Party Contracts/Agreements (Annex D);
- (f) Data Privacy Consent Form (Annex E);
- (g) Service Provider's Secretary's Certificate for Board Resolution (Annex F); and
- (h) Other contract documents that may be required by existing laws and/or the Procuring Entity in the PBDs. Service Provider 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 Terms of Reference or Technical Specifications, as the case may be, the terms of the Terms of Reference/Technical Specifications shall prevail.

5. In consideration for the sum of Pesos: Four Million Nine Hundred Twenty-Eight Thousand (PhP4,928,000.00) or such other sums as may be ascertained, the Service Provider agrees to handle creative and editorial development, graphic art services, copywriting/editing, photography, print, and digital production and delivery of the 2024 DBP Annual and Sustainability Report in accordance with its Bid and the terms and conditions of this Agreement.

6. The Procuring Entity agrees to pay the above-mentioned sum in accordance with the terms of the Bidding and of this Agreement.

***[signature page follows]***

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

**DEVELOPMENT BANK OF THE PHILIPPINES**

Procuring Entity

By:

(SIGNED)

**MICHAEL O. DE JESUS**

President and Chief Executive Officer

**THE JOINT VENTURE OF STUDIO 5 DESIGNS, INC. AND THE HOUSE PRINTERS CORPORATION**

Service Provider

By:

(SIGNED)

**MARIA LYDIA Y. ROSA**

President, Studio 5 Designs, Inc.

Signed in the presence of:

(SIGNED)

Head, Corporate Affairs Department

(SIGNED)

**BONIFACIO Y. HERNANDEZ**

Creative Director

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
Makati City ) SS.

**BEFORE ME**, a Notary Public for and in the City of Makati, Philippines, this \_\_\_\_ day of 16 SEP 2025 2025, personally appeared the following:

Name	Government ID Presented	Place and Date Issued
------	-------------------------	-----------------------

**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. 721;  
Page No. 66;  
Book No. XV;  
Series of 2025.

DST NO. 03278990

(SIGNED)

ATTY. CHERYL E. QUINTOS-SANTILLAN

Notary Public  
Appointment No. M-144  
Makati City, Until December 31, 2025  
10th Flr. DBP Bldg., Sen. Gil Puyat Ave., Makati City  
Roll No. 51832, IBP No. 51877  
PTR. Exempt Under RA7160

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
Makati City ) SS.

**BEFORE ME**, a Notary Public for and in the City of Makati, Philippines, this \_\_\_\_  
day of SEP 18 2025 2025, personally appeared the following:

**Name**

**Government ID  
Presented**

**Place and Date  
Issued**

**The Joint Venture of Studio 5  
Designs, Inc. and The House  
Printers Corporation**  
Represented by:

MARIA LYDIA Y. OROSA

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. 233 ;  
Page No. 48 ;  
Book No. 71 ;  
Series of 2025.

**(SIGNED)**

**ATTY. GERVACIO B. ORTIZ JR.**  
Notary Public City of Makati  
Until December 31, 2026  
IBP No. 05729-Lifetime Member  
MCLE Compliance No. VII-0022734  
valid until April 14, 2025  
Appointment No. M-007 (2025-2026)  
PTR No. 10466005 Jan. 5, 2025  
Makati City Roll No. 40091  
101 Urban Ave. Campos Rueda Bldg.  
Brgy. Pio Del Pilar, Makati City