

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 June 2025 (attached herein as Annex "A"), and **SDB STEELSTRUCT BUILDERS ENTERPRISES**, a sole proprietorship, with principal office address at Brgy. Ondoy, Ivisan, Capiz, herein represented by its Authorized Representative, **MR. APRIL JOHN DE JUSTO** duly authorized for this purpose as shown in the attached Special Power of Attorney dated 5 May 2025 [attached as Annex F hereof] (hereinafter called "the Contractor").

WHEREAS, the Procuring Entity invited Bids for the infrastructure project, viz., *Fit-Out Construction of the Temporary Office for the Branch Banking Group (BBG) – Western Visayas, Bacolod Branch, and Bacolod Lending Center 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: Seventeen Million Nine Hundred Sixty-Eight Thousand Nine Hundred Forty-Nine and 71/100 (PhP 17,968,949.71)* (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. 12009 and its Implementing Rules and Regulations (IRR) 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 IRR 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) 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.

5. 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.

6. 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)

MR. MICHAEL O. DE JESUS
President and CEO

SDB STEELSTRUCT BUILDERS ENTERPRISES

By:

(SIGNED)

MR. APRIL JOHN DE JUSTO
Authorized Representative

Signed in the presence of:

(SIGNED)

SVP-Acting Head, Corporate Services Sector

(SIGNED)

JHONA MAE R. DEVILLES

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Makati City) SS.

BEFORE ME, a Notary Public for and in the City of Makati, Philippines, this ____ day of 07 AUG 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

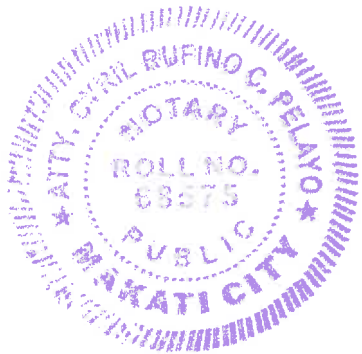
known to me and to me known to be the same persons who executed the foregoing document and identified by me through competent evidence of identity, to be the same persons in the foregoing document who exhibited to me the above IDs bearing their respective signatures and photographs, that each party acknowledged 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 forty-four (44) 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. 395;
Page No. 80;
Book No. X;
Series of 2025.

DST No. 63221067



(SIGNED) _____

Atty. CYRIL RUFINO C. DELAYO
Notary Public
Appointment No. M-146
Makati City, Until December 31, 2025
10th Flr. DBP Bldg., Sen. Gil Puyat Ave., Makati City
Roll No. 68575, IBP No. 016409 (Lifetime)
PTR Exempt Under RA7160

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ROXAS) SS.

BEFORE ME, a Notary Public for and in the CITY OF ROXAS, Philippines, this ____ day of AUG 01 2025 2025, personally appeared the following:

Name	Government ID Presented	Place and Date Issued
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SDB STEELSTRUCT BUILDERS ENTERPRISES
Represented by:

APRIL JOHN DE JUSTO

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 forty-four (44) 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. 5;
Page No. 2;
Book No. LXI;
Series of 2025.

(SIGNED)

ATY. FERDINAND T. SORIANO
NOTARY PUBLIC
NOTARIAL COMMISSION NO. 21-25, VALID UNTIL DECEMBER 31, 2025
ROLL NO. 37849
PTR NO. 0821737-01/02/2025
IBP NO. 462104-01/02/2025
MICLE COMPLIANCE NO. VII-0004007
ISSUED ON SEPTEMBER 25, 2023
2ND FLOOR, ROOM 6&7, CAPIZ GOVERNMENT AND BUSINESS CENTER
FUENTES DRIVE, ROXAS CITY, CAPIZ