

AGREEMENT**JAN 14 2025**

THIS AGREEMENT (the "Agreement") made the _____ day of _____ 20____ 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 corner Makati Avenue, Makati City, Philippines, herein represented by its Senior Vice President and Acting Head of Corporate Services Sector, _____, duly authorized for this purpose as shown in the attached Secretary's Certificate for Board Resolution [attached as Annex "F" hereof] (hereinafter called "the Entity") of the one part and **LBC EXPRESS, INC.**, a corporation with principal office address at LBC Central Exchange, L-2 C5 Extension, Moonwalk, Parañaque City, herein represented by its Account Manager, MR. RYAN RAY B. BONA, duly authorized for this purpose as shown in the attached Secretary's Certificate for Board Resolution [attached as Annex "G" hereof] (hereinafter called "the Service Provider") of the other part:

WHEREAS, the Entity invited Bids for certain goods and ancillary services, viz., *domestic freight and courier entity that can render door-to-door delivery/shipment of cargoes and other items from DBP Head Office to various DBP Off-site offices*. 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 Entity has accepted the Bid by the Service Provider for the supply of those goods and services in the sum of *Eight Million Seven Hundred Fifty-Seven Thousand Five Hundred Fifty Pesos (PhP8,757,550.00)* (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 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. The Contract Price shall be paid by the 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 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) 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.

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- (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 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) DBP's Secretary's Certificate for Board Resolution (Annex F);
- (h) Service Provider's Secretary's Certificate for Board Resolution (Annex G); and
- (i) Other contract documents that may be required by existing laws and/or the 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 or Technical Specifications shall prevail.

5. In consideration for the sum of *Eight Million Seven Hundred Fifty-Seven Thousand Five Hundred Fifty Pesos (PhP8,757,550.00)* or such other sums as may be ascertained, the Service Provider agrees to *render door-to-door delivery/shipment of cargoes and other items from DBP Head Office to various DBP Off-site offices* in accordance with its Bid and the terms and conditions of this Agreement.

6. The 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 **JAN 14 2025**, 202 in **MAKATI CITY**.

**DEVELOPMENT BANK OF THE
PHILIPPINES**

By: _____

(SIGNED) _____

Senior Vice President
Acting Head, Corporate Services Sector

LBC EXPRESS, INC.

By: _____

(SIGNED) _____

RYAN KAT D. DUNA
Account Manager

Signed in the presence of:

(SIGNED)

(SIGNED) _____

Christine P. Mares

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Makati City) SS.

BEFORE ME, a Notary Public for and in the City of Makati, Philippines, this ____ day of 18 FEB 2025, personally appeared the following:

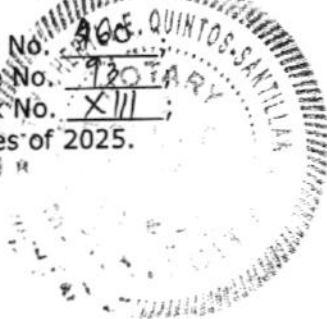
Name	Government ID Presented	Place and Date Issued
Development Bank of the Philippines		
Represented by:		

known to me and to me known to be the same person who executed the foregoing document and identified by me through competent evidence of identity, to be the same person in the foregoing document who exhibited to me the above ID bearing his/her signature and photograph, that he/she acknowledged to me that the execution of this document is the free and voluntary act and deed of the entity represented herein and he/she has the authority to sign in behalf of his/her principal.

The foregoing document is an **Agreement** which consists of thirty-five (35) 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. 466
Page No. 120
Book No. XIII
Series of 2025.



(SIGNED)

Att. CHERYLL 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. 511877
PTR Exempt Under RA7160

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PASAY CITY) SS.

BEFORE ME, a Notary Public for and in the City of **PASAY CITY**, Philippines,
this ____ day of FEB 18, 2025 20____, personally appeared the following:

Name

**Government ID
Presented**

Place and Date Issued

LBC Express, Inc.

Represented by:

Ryan Ray B. Bona

known to me and to me known to be the same person who executed the foregoing document and identified by me through competent evidence of identity, to be the same person in the foregoing document who exhibited to me the above ID bearing his/her signature and photograph, that he/she acknowledged to me that the execution of this document is the free and voluntary act and deed of the entity represented herein and he/she has the authority to sign in behalf of his/her principal.

The foregoing document is an **Agreement** which consists of thirty-five (35) 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. 272 ;
Page No. 56 ;
Book No. XIV ;
Series of 2025.

(SIGNED)

NOTARY PUBLIC
Until December 31, 2026 Comm. 25-09
10 E-COM Center MOA, Pasay City
IBP No. 498319/01-05-25/PPH.M
PTR No. 8835245/01-07-25/PC
Roll No. 48387 MCLE VII-0012235.4 14-25