

CONTRACT AGREEMENT

For the Procurement of Ten (10) Cash Transport Security Services with Armored Car and Fully Secured Armored Security Driver and Security Guards/Escorts for the use of Branches of Northern Mindanao (Cluster 8), Southern Mindanao (Cluster 9) and Western Mindanao (Cluster 10)

THIS AGREEMENT (the "Agreement") is made the _____ day of _____ 2024 between **DEVELOPMENT BANK OF THE PHILIPPINES**, a government financial institution duly created and existing under the provisions of Executive Order No. 81, otherwise known as 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 Avenue corner Makati Avenue, Makati City, Philippines, herein represented by its President and Chief Executive Officer (CEO), **MICHAEL O. DE JESUS**, (hereinafter called "the Procuring Entity") of the one part; and

DAVAO SECURITY AND INVESTIGATION AGENCY, INC. (DASIA), Escandor Bldg., cor. J. Luna and Damaso Suazo St., Brgy. 28-C Poblacion District, Davao City, represented in this act by **DASIA** through its Operations Manager, **ARTHUR JUN C. PACIENTE**, as shown in the Board Resolution No. 2023-18 dated 13 March 2023, (hereinafter called "the Supplier") of the other part.

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, viz., **for the procurement of ten (10) cash transport security services with armored car and fully secured armored security driver and two (2) security guards/escorts for each armored car for the use of Branches of Northern Mindanao (Cluster 8), Southern Mindanao (Cluster 9) and Western Mindanao (Cluster 10) for a period of two (2) years. ("Services")**.

WHEREAS, after the conduct of public bidding, the Supplier was declared as the Single Calculated and Responsive Bidder and whose Bid was evaluated to be the most advantageous to the government thus, the Procuring Entity has accepted the Bid by the Supplier for the supply of those goods and services in the sum of **PESOS: FORTY SIX MILLION THIRTY-NINE THOUSAND ONE HUNDRED SIXTY-NINE & 76/100 (Php46,039,169.76), inclusive of all applicable taxes and charges, for two (2) years** (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 Supplier shall commence performance of its obligations within forty-five (45) days upon its receipt of a Notice to Proceed from the Procuring Entity. 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 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 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 (Annex A);
 - (i) Scope of Services (Annex B);
 - (ii) General and Special Conditions of Contract; and
 - (iii) 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 Entity's bid valuation (Annex D and E);
- (c) Performance Security (Annex F);
- (d) Notice of Award of Contract and the Supplier's conforme thereto (Annex G);
- (e) Performance Evaluation of 3rd Party Contracts/Agreements (Annex H);
- (f) Data Privacy Consent Form (Annex I);
- (g) Supplier's Secretary's Certificate for Board Resolution (Annex J); and
- (h) Other contract documents that may be required by existing laws and/or the Entity in the PBDs. Supplier 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 Services, as the case may be, the terms of the Scope of Services shall prevail.

3. In consideration of the sum of **PESOS: FORTY-SIX MILLION THIRTY NINE THOUSAND ONE HUNDRED SIXTY NINE & 76/100 (Php46,039,169.76)** or such other sums as may be ascertained, **DAVAO SECURITY AND INVESTIGATION AGENCY, INC. (DASIA)**, agrees to provide twenty (20) cash transport security services with armored car and fully secured armored security driver and security guards/escorts for two (2) years in accordance with its Bid.

4. The **DEVELOPMENT BANK OF THE PHILIPPINES** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding or such other sum as may become payable under the provisions of the Agreement at the time and in the manner prescribed under the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

DEVELOPMENT BANK OF THE PHILIPPINES

Procuring Entity

By: 

DAVAO SECURITY AND INVESTIGATION AGENCY, INC.

Supplier

(SIGNED)

MICHAEL O. DE JESUS

President and Chief Executive Officer

(SIGNED)

ARTHUR JUN C. PACIENTE

Operations Manager

SIGNED IN THE PRESENCE OF:

(SIGNED)

EVELYN G. BONGOLAN

(SIGNED)

EUSEBIO C. TORRES

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Makati City)S.S.

At the place above indicated on this 24 JAN 2025, personally appeared the following with their competent evidence of identity:

Name	Competent Proof of Identity	Place/Date of Issue/Expiry
Development Bank of the Philippines		
Michael O. de Jesus		

known to me be the same person who executed the foregoing instrument and acknowledged to me that the same is his free and voluntary act and deed, as well as the free and voluntary act and deed of the corporation he represents and that he is duly authorized to sign the same.

This instrument is an Agreement consisting of ____ (___) pages, including this page, with each and every page duly signed by the Parties and their witnesses and sealed with my notarial seal.

WITNESS MY HAND AND OFFICIAL SEAL, at the place and on the day, month, and year first above written.

Doc. No. 352;
Page No. 12;
Book No. XIII;
Series of 2025.

(SIGNED)

Notary Public
Appointment No. M-144
Makati City, Until December 31, 2025
10th Flr. DBP Bldg., San Gil Puyat Ave., Makati City
Roll No. 51832, IBP No. 511877
PTR Exempt Under RA 7163

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
DAVAO CITY)SS.

At the place above indicated on this JAN 13 2025, personally appeared the following with their competent evidence of identity:

Name	Government ID Presented	Place and Date Issued
Davao Security And Investigation Agency, Inc.		
Arthur Jun C. Paciente		

known to me be the same person who executed the foregoing instrument and acknowledged to me that the same is his free and voluntary act and deed, as well as the free and voluntary act and deed of the corporations/joint venture he represents and that he is duly authorized to sign the same.

This instrument is an Agreement consisting of ____ (__) pages, including this page, with each and every page duly signed by the Parties and their witnesses and sealed with my notarial seal.

WITNESS MY HAND AND OFFICIAL SEAL, at the place and on the day, month, and year first above written.

Doc. No. 346;
Page No. 81;
Book No. 1;
Series of 2025.

(SIGNED)

Notary Public for Davao City
Until December 31, 2026
Roll of Attorneys No. 85164
Not. Commission Serial No. 2025-141-2026
PTR No. 9416048C • 01/02/2025 • Davao City
IBP No. 495051 • 01/02/2025 • Metro Manila
TIN: 626-004-211
Doña Candelaria Ave., Ecoland, Davao City
Doña Candelaria Ave., Ecoland, Davao City



2