

A G R E E M E N T

JAN 14 2026

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 Acting Head, Corporate Services Sector and Senior Vice President, _____ **A**, 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., *freight service provider that can render door-to-door delivery/shipment of cargoes and other items from DBP Head Office to all 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 **Pesos: Eight Million Four Hundred Twenty Two Thousand Two Hundred Eighty-Two and 50/100 (PhP8,422,282.50) inclusive of taxes for a period of one year or upon full consumption of the approved budget of the contract, whichever comes first** (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 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 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 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) Schedule of Requirements;
 - (ii) Terms of Reference/ 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 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) Entity'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/ 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: Eight Million Four Hundred Twenty Two Thousand Two Hundred Eighty-Two and 50/100 (PhP8,422,282.50) inclusive of taxes for a period of one year or upon full consumption of the approved budget of the contract, whichever comes first**, 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 all 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 _____, 202__ in _____.

**DEVELOPMENT BANK OF THE
PHILIPPINES**

LBC EXPRESS, INC.

By: _____

By: _____

(SIGNED)

(SIGNED)

Senior Vice President
Acting Head, Corporate Services Sector

RYAN RAY B. BONA
Account Manager

(SIGNED)

in presence of:

(SIGNED)

YF RE D. DELACRUZ

ROSELLE D. SOLANO

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Makati City) SS.

BEFORE ME, a Notary Public for and in the City of Makati, Philippines, this ____ day of 23 JAN 2026 20____, personally appeared the following:

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

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 signature and photograph, that he acknowledged to me that the execution of this document is the free and voluntary act and deed of the entity represented herein and he has the authority to sign in behalf of his principal.

The foregoing document is an **Agreement** which consists of thirty-four (34) 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. 282;
Page No. 58;
Book No. 11;
Series of 2026.

DST # 03531213

(SIGNED)

ATTY. BRANIEL ILUMINADO T. MONZON
Notary Public for the City of Makati
Appointment No. M-453 until December 31, 2026
Roll of Attorneys No. 52257
IBP Lifetime No. 018404 01/05/2018
PTR Exempt under R.A. 7160
MCLE Compliance No. 0005475
10F DBP Makati Head Office, Sen. Gil J. Puyat Ave., Makati City



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MARIKINA) SS.

BEFORE ME, a Notary Public for and in the City of MARIKINA,
Philippines, this ____ day of JAN 22 2026 20____, personally appeared the
following:

Name	Government ID Presented	Place and Date Issued
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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 signature and photograph, that he acknowledged to me that the execution of this document is the free and voluntary act and deed of the entity represented herein and he has the authority to sign in behalf of his principal.

The foregoing document is an **Agreement** which consists of thirty-four (34) 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. 482;
Page No. 86;
Book No. 42;
Series of 2026.

(SIGNED)

Abel S. Mamaril
ATTY. ABEL S. MAMARIL, Ph.D.
 Notary Public
 2nd Flr. WCD Building, 4J Chanyungco St.,
 New Marikina Subd., Sta. Elena, Marikina City
 Appt No. 01 until December 31, 2026
 Rollo No. 53425
 PTR No. 10434385; 01-5-2026; Marikina City
 IBP No. 7624/Lifetime / 01-1-08
 MCLE Comp. No. VIII-0024039 valid until 4/14/2028
 Telephone #8942-3832