



Republic of the Philippines
DEPARTMENT OF LABOR AND EMPLOYMENT
Intramuros, Manila



AGREEMENT

THIS AGREEMENT, made this SEP 09 2022 day of SEP 09 2022, 2022 between the **DEPARTMENT OF LABOR AND EMPLOYMENT (DOLE)**, with office address at DOLE Main Building, General Luna corner Muralla Streets, Intramuros, Manila, represented by **Secretary BIENVENIDO E. LAGUESMA**, hereinafter called the “**DOLE**” and **PETRON CORPORATION** with office address at SMC Head Office Complex, 40 San Miguel Avenue, Mandaluyong City represented by its Vice-President – Retail Sales, **MS. MAGNOLIA CECILIA D. UY** and its Manager – Cards Business Group, **MR. MARBELSON L. JIZ** hereinafter called the “**Service Provider**”.

WHEREAS, the **DOLE** invited Bids for certain goods and ancillary services, particularly “**Procurement of Fuel (Gasoline and Diesel) through Fleet Card for the Department of Labor and Employment (DOLE-CO) Motor Vehicles for One (1) Year**” and the **DOLE** has accepted a total Bid for **Eight Million Fifty-Seven Thousand Pesos Only (₱8,057,000.00)**, hereinafter called the “**Contract Price**”.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. 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.*:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. Terms of Reference;
 - iv. Supplemental/Bid Bulletin; and
 - v. General and Special Conditions of Contract
- ii. Winning bidder’s bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

- iii. Notice of Award of Contract; and the Bidder’s conforme thereto;



- iv. Performance Security; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of **Eight Million Fifty-Seven Thousand Pesos Only (P8,057,000.00)** or such other sums as may be ascertained, **Petron Corporation** agrees to provide **Fuel (Gasoline and Diesel) through Fleet Card for the Department of Labor and Employment (DOLE-CO) Motor Vehicles for One (1) Year** in accordance with its Bid.
 4. The **DOLE** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
 5. The **DOLE** acknowledges that the Service Provider and its subsidiaries and affiliates have a Data Privacy Statement, pursuant to Republic Act No. 10173 or the Data Privacy Act of 2012 and its implementing rules and regulations and the issuances of the National Privacy Commission ("**Privacy Laws**"). The **DOLE** has read, understood and hereby agree to the Data Privacy Statement of the Service Provider and its subsidiaries and affiliates ("**Privacy Statement**"), a copy of which had been provided to the **DOLE**.
 6. The **DOLE** recognizes that it may have provided Personal Information and Sensitive Personal Information (collectively "**Personal Data**"), as defined under the Privacy Laws, to the Service Provider, or the Service Provider may have obtained Personal Data in relation to the products and services availed from and through the Service Provider. The **DOLE** further acknowledges that the Service Provider shall be collecting, using, sharing, disclosing, transferring, retaining and disposing of such Personal Data (collectively "**Processing**") in relation to the products and services availed from and through Service Provider, and that the Service Provider may incur additional risks in relation to the same. In view of the foregoing, the CUSTOMER acknowledges and confirms, as follows:
 - i. In the event that any Personal Data shall be disclosed in relation to this Agreement, the **DOLE** warrants and shall ensure that the required consents under the Privacy Laws have been obtained from the relevant Data Subjects (as defined under the Privacy Laws). The **DOLE** (or the Data Subject, as relevant) consents to the Processing of such Personal Data by in relation to the products and services availed from and through the Service Provider, subject to compliance with applicable laws and regulations, and in accordance with the Privacy Statement.
 - ii. The **DOLE** agrees that in relation to the products and services availed from and through the Service Provider, the Service Provider shall only be responsible for relaying to the **DOLE** any notices or disclosures required by the law and such will constitute sufficient compliance by in relation to the products and services



availed from and through the Service Provider to the **DOLE**. The **DOLE** acknowledges and confirms that withdrawal or withholding of its consent may restrict the effective execution by in relation to the products and services availed from and through Service Provider. The **DOLE** also undertakes to immediately inform the Service Provider in relation to the products and services availed from and through the Service Provider of any changes in the Personal Data that have been provided to the Service Provider.

- iii. The **DOLE** shall comply with the applicable provisions of the Privacy Laws, and shall be responsible for such compliance.

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.

Signed, sealed, delivered by:

**DEPARTMENT OF LABOR AND
EMPLOYMENT**

PETRON CORPORATION


By:


By:


BIENVENIDO E. LAGUESMA
Secretary



MAGNOLIA CECILIA D. UY
Vice-President – Retail Sales

Signed in the presence of:


RAFAEL R. VELASCO, JR.
OIC-Director, Administrative Service


MARBELSON L. JIZ
Manager – Cards Business Group

Certified Funds Available:


JOSE B. GALANO
Department OIC - Chief Accountant
Financial and Management Service

ORS# 7027-08-06580
Hd 8/31/2022
₱ 2,655,000.00

