

March 21, 2023

NOTICE OF AWARD

Subject: Reference No. : 2023-03-098
Project Title : Temporary Office Services

Attention: **MR. RICARDO C. JULIANO, MNSA**
President and CEO
LBP RESOURCES AND DEVELOPMENT CORPORATION

Dear Mr. Juliano:

This is to advise the LBP RESOURCES AND DEVELOPMENT CORPORATION on the acceptance of its proposal to undertake the aforementioned project in the amount of **PESOS: Four Million Eight Hundred Twelve Thousand Five Hundred Eighty Six and 65/100 (Php4,812,586.65).**

Contract Duration: April 1 to December 31, 2023

Kindly signify your agreement by signing on the space provided for below and return the other copies to us.

Very truly yours,


JESUS CRISTINO P. POSADAS
President and CEO

CONFORME:

(Signature over Printed Name)

(Date)

Philippine National Oil Company



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March 27, 2023

MR. RICARDO C. JULIANO, MNSA
President and CEO
LBP RESOURCES AND DEVELOPMENT CORPORATION
24/F LBP Plaza, 1598 M.H. Del Pilar cor. Dr. J. Quintos Street,
Malate, Manila

NOTICE TO PROCEED

This is to advise you that your offer for *Temporary Office Services* with Reference No. 2023-03-098, amounting to **PESOS: Four Million Eight Hundred Twelve Thousand Five Hundred Eighty Six and 65/100 (Php4,812,586.65)** has been accepted by the Company.

You are hereby directed to proceed with the services on April 1, 2023.

The contract agreement to this effect shall be transmitted.

Very truly yours,


JESUS CRISTINO P. POSADAS
President and CEO

Conforme:

Authorized Representative

Date

Philippine National Oil Company



**MEMORANDUM OF AGREEMENT
2023 TEMPORARY OFFICE SERVICES**

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into this March 31, 2023, by and between:

PHILIPPINE NATIONAL OIL COMPANY (PNOC), a government owned and controlled corporation organized and existing under and by virtue of Presidential Decree No. 334, as amended, with office address at the PNOC Building 6, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, represented herein by its President and CEO, **OLIVER MARIO B. BUTALID**, whom its Board of Directors has authorized under Board Resolution No. _____, as evidenced by the Secretary's Certificate attached and marked as "Annex A," and herein referred to as the "PROCURING ENTITY."

- and -

LBP RESOURCES AND DEVELOPMENT CORPORATION (LBRDC), a corporation duly organized and existing under Philippine laws with office address located at 24th Floor LBP Plaza, 1598 M.H. Del Pilar cor. Dr. J. Quintos Street, Malate, Manila, duly represented herein by its President & CEO, **MR. RICARDO C. JULIANO, MNSA**, authorized by its Board of Directors under Board Resolution 22-04-15, as evidenced by the Secretary's Certificate attached and marked as "Annex B," and herein referred to as the "SERVICE PROVIDER."

ANTECEDENTS, That:

The PROCURING ENTITY has accepted the offer of the SERVICE PROVIDER for the procurement of its 2023 Temporary Services through Negotiated Procurement (Agency to Agency) in accordance with Section 53.5 and other provisions of the 2016 Revised IRR of RA 9184 (Government Procurement Reform Act)

The SERVICE PROVIDER has agreed to provide the PROCURING ENTITY's requirements under this Agreement's terms and conditions.

The following documents shall be deemed to form and be read and construed as part of this Agreement:

- a. Proposal with Terms and Conditions of LBP Resources and Development Corporation (Annex C)
- b. Terms of Reference (Annex D)
- c. PROCURING ENTITY's Notification of Award dated March 21, 2023 (Annex E)
- d. PROCURING ENTITY's Notification to Proceed dated March 27, 2023 (Annex F)

Accordingly, the parties agree on the following terms and conditions:

**ARTICLE I
DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER**

1. The SERVICE PROVIDER shall deliver to PROCURING ENTITY the provision for office personnel and general services with the following specifications:
 - a. The contract period shall start on April 01, 2023, until December 31, 2023;
 - b. Provision of manpower to perform the tasks in accordance with the Job Description provided by the PROCURING ENTITY;
 - c. Provision of manpower services shall be based on the actual requirement of the PROCURING ENTITY at the beginning of the contract, subject to adjustment during the period covered. The PROCURING ENTITY shall notify the SERVICE PROVIDER at least a month prior to the effectivity of the adjustment;
 - d. The provision and deployment of required manpower shall be for the standard labor hours; extended hours shall be on a need basis only; and
 - e. The PROCURING ENTITY reserves the right for immediate replacement of the assigned service personnel upon proper request/notification to the SERVICE PROVIDER on the following grounds:
 1. Unsatisfactory/poor performance;
 2. Validated complaints due to attitude problems, dishonesty, carelessness and incompetence, and other unacceptable traits/behavior;
 3. Blatant violation of the PROCURING ENTITY's rules and regulations;
 4. Serious misconduct or willful disobedience of the lawful order of the PROCURING ENTITY or representative in connection with the assigned employee's work;
 5. Commission of a crime or offense against the representative of the PROCURING ENTITY or his co-workers;
 6. Other acts and deeds that are analogous to the foregoing and which may jeopardize the position of the PROCURING ENTITY, its officers, employees, clients, and guests.

2. Delivery Schedule

SERVICE PROVIDER shall deliver the services to the Head Office of the PROCURING ENTITY located at PNOG Building 6, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City.

3. SERVICE PROVIDER shall directly undertake the delivery of the services covered by this Agreement and cannot engage, subcontract, or assign any other SERVICE PROVIDER to perform the services acquired.

**ARTICLE II
CONTRACT PRICE AND PAYMENT**

4. PROCURING ENTITY shall pay the SERVICE PROVIDER the total contract price of a Proposal by the SERVICE PROVIDER in the amount of **Four Million Eight**

[Handwritten Signature]

Hundred Twelve Thousand Five Hundred Eighty-Six Pesos and 65/100 (PHP4,812,586.65), inclusive of Value Added Tax (VAT), if any, and all applicable taxes, herein called the "Contract Price."

5. SERVICE PROVIDER shall submit the statement or billing, and the PROCURING ENTITY shall pay the SERVICE PROVIDER within thirty (30) calendar days from receipt.
6. The billable amount under this contract may be updated or adjusted in consideration of the following:
 - a. Government-mandated increase on the assigned personnel's minimum wage, cost of SSS, Philhealth, and HDMF (Pag-IBIG) contributions, or similar increases mandated by the appropriate government authority;
 - b. Increase in salaries or incurrence of benefits of the assigned personnel under a directive/issuance by the appropriate government authority or passing a new law.

**ARTICLE III
BREACH OF CONTRACT AND LIQUIDATED DAMAGES**

7. In case of breach or delay in the delivery, the SERVICE PROVIDER shall pay the amount of one-tenth (1/10) of one percent (1%) of the cost of the undelivered items per day of delay per delivery schedule as liquidated damages which shall be automatically deducted from any payment due the SERVICE PROVIDER. PROCURING ENTITY shall rescind the contract, without prejudice to the availment of other courses of action and remedies, once the cumulative amount of liquidated damages reaches ten percent (10%) of the total contract amount.

**ARTICLE IV
DISPUTE RESOLUTION**

8. Any dispute arising from this Agreement shall first be settled amicably between the PROCURING ENTITY and the SERVICE PROVIDER. Failure to settle within 30 days from notice of dispute, which may be extended for another period not exceeding 30 days, entitles the aggrieved party to resort to the remedies provided under Presidential Decree No. 242, 1979 (Dispute Procedures Governing between and among the Departments, Bureaus, Offices, Agencies, and Instrumentalities of the National Government).

**ARTICLE V
CONTRACT DURATION**

9. This Agreement shall be for the period April 1, 2023, to December 31, 2023, and unless sooner terminated in accordance with the provisions of R.A. 9184. Full delivery of all goods and services required in accordance with the agreed delivery schedule.



**ARTICLE VI
MISCELLANEOUS PROVISIONS**

10. In case any provision or stipulations in this Agreement is declared invalid, null and void, or contrary to law, rules, and regulations, the unaffected portion shall remain valid and effective.
11. All mandatory provisions of RA 9184, its rules and other pertinent laws, rules, and regulations, and all the terms and conditions outlined in the SERVICE PROVIDER's Price Quotation shall form an integral part of this contract.
12. Amendment or revision of any provision shall be upon mutual agreement and approval of both the PROCURING ENTITY and the SERVICE PROVIDER.

**ARTICLE VII
SEPARABILITY CLAUSE**

13. If any paragraph, subparagraph, or part of this contract is declared by a competent court to be contrary to law, public policy, or otherwise declared invalid, such shall not affect the other paragraph, sub-paragraphs, or parts of this contract.

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 this _____ 2023 at the City of Manila.

LBP RESOURCES AND DEVELOPMENT
CORPORATION
(SERVICE PROVIDER)

PHILIPPINE NATIONAL OIL COMPANY
(PROCURING ENTITY)

By:


RICARDO C. JULIANO, MNSA
President & CEO

By:


OLIVER MARIO B. BUTALID
President & CEO

SIGNED IN THE PRESENCE OF:


OLIVE PRINCESS S. RAMAL
OIC/Asst. Manager
Property Management & Maintenance
Services Department


LINO GERARDO G. CALAOR
Department Manager
Administrative Services Department

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.
TAGUIG

BEFORE ME, a Notary Public for and in the above jurisdiction personally appeared and presented their government-issued identification cards bearing photograph and signature:

NAME	VALID ID	PLACE/DATE ISSUED
OLIVER MARIO B. BUTALID	Driver's License G01-80-018980	Jan. 19, 2033
RICARDO C. JULIANO	LBRDC ID No. LB-1168	

Known/identified to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their voluntary act and deed and of the corporation/s herein represented.

The above instrument refers to a Memorandum of Agreement and consists of five (5) pages, including this page, where the acknowledgment is written and duly signed by the parties and their instrumental witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 28th day of JULY 2023 at the City of Manila.

Doc. No. 511
Page No. 104
Book No. III
Series of 2023.

NOTARY PUBLIC
[Signature]
CARL PHILIP N. BATUCAN
Appointment No. 56 (2022-2023)
Notary Public for Taguig City
Until 31 December 2023
PNOC Bldg. VI, Energy Center, Rizal Drive
Bonifacio Global City, Taguig
Roll No. 67061
PTR No. A-5701182/Taguig City/01-12-2023
IBP No. 289325/01-17-2023
MCLE Compliance No. VII-0009702

[Signatures]