

June 6, 2024

NOTICE OF AWARD

Subject: Project No. : GSD-24-057
Project Title : 2024 Messengerial Services

Attention: **MR. RICARDO C. JULIANO, MNSA**
President and CEO
LBP Resources & Development Corporation

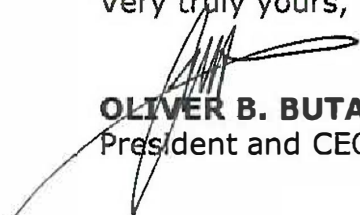
Dear Mr. Juliano:

This is to advise LBP Resources & Development Corporation on the acceptance of its proposal to undertake the aforementioned project in the amount of *One Million Sixteen Thousand Five Hundred Eighty Pesos (PhP 1,016,580.00)* (pro-rated subject to actual start of the contract.

Contract Duration : July 1, 2024 to December 31, 2024

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

Very truly yours,



OLIVER B. BUTALID
President and CEO

CONFORME:



RICARDO C. JULIANO
(Signature over Printed Name)

JUNE 18, 2024
(Date)

June 20, 2024

MR. RICARDO C. JULIANO, MNSA

President and CEO

LBP RESOURCES AND DEVELOPMENT CORPORATION

24th Floor LBP Plaza, 1598 M.H. Del Pilar corner Dr. J. Quintos St.
Malate, Manila

NOTICE TO PROCEED

This is to advise you that your offer for **2024 Messengerial Services** with Project No.: GSD-24-057, amounting to **One Million Sixteen Thousand Five Hundred Eighty Pesos (PhP 1,016,580.00)** has been accepted by the Company.

You are hereby directed to proceed with the services from July 1 to December 31, 2024.

The contract agreement to this effect shall be transmitted.

Very truly yours,



OLIVER B. BUTALID
President and CEO

Conforme:



RICARDO C. JULIANO

President and CEO
Authorized Representative

JUNE 20, 2024

Date

**MEMORANDUM OF AGREEMENT
2024 MESSENGERIAL SERVICES**

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into this _____, 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 B. BUTALID**, whom its Board of Directors has authorize, as evidenced by the Secretary's Certificate attached 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, as evidenced by the Secretary's Certificate attached 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 2024 Messengerial 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 Notice of Award (Annex E)
- d. PROCURING ENTITY's Notice to Proceed (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 messengerial services with the following specifications:
 - a. The contract period shall start on July 1, 2024, until December 31, 2024 (pro-rated subject to the actual start of the contract).
 - b. The SERVICE PROVIDER must have the following:
 - Certificate of Registration from the Department of Labor and Employment (DOLE).
 - Proof that the SERVICE PROVIDER is included in the list of manpower agencies of DOLE.
 - Securities and Exchange Commission (SEC) Registration showing that one of the purposes of the SERVICE PROVIDER is to provide Messengerial Services.
 - c. Ensure that all contracted personnel shall follow the instructions from the PROCURING ENTITY's representative in carrying out their daily tasks.
 - d. The SERVICE PROVIDER shall exercise control and disciplinary authority over the personnel assigned to perform the messengerial services subject to the agreement.
 - e. Hold the PROCURING ENTITY harmless from any liability, cause of action, claim or claims that may be filed by the contracted personnel.
 - f. The SERVICE PROVIDER shall provide Comprehensive General Liability Insurance.
 - g. Provide uniform to the contracted personnel that is acceptable to the PROCURING ENTITY (polo jack or polo barong).
 - h. The SERVICE PROVIDER shall ensure that the motorized personnel are provided with proper equipment necessary in the performance of their tasks.
 - i. The PROCURING ENTITY may, at anytime, request for the relief and/or replacement of a personnel assigned. Such request for relief and/or replacement should be provided within twenty-four (24) hours.



2. Delivery Schedule

SERVICE PROVIDER shall deliver the services to the Head Office of the PROCURING ENTITY located at PNOB 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 **ONE MILLION SIXTEEN THOUSAND FIVE HUNDRED EIGHTY PESOS (PhP1,016,580.00)**, inclusive of Value Added Tax (VAT), if any, and all applicable taxes, pro-rated subject to actual start of the contract, herein called the "**Contract Price.**"
5. SERVICE PROVIDER shall submit the statement or billing and correct supporting documents, 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 July 1, 2024, to December 31, 2024, 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 SEP 09 2024 2024 at the City of Manila.

PHILIPPINE NATIONAL OIL COMPANY
(PROCURING ENTITY)

LBP RESOURCES AND DEVELOPMENT CORPORATION
(SERVICE PROVIDER)

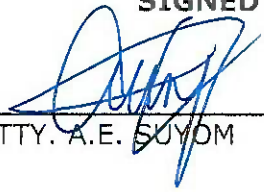
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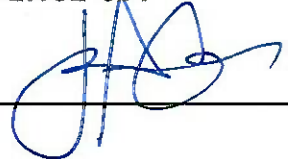

OLIVER B. BUTALID
President & CEO


RICARDO C. JULIANO, MNSA
President & CEO

SIGNED IN THE PRESENCE OF:



ATTY. A.E. SUYOM



ACKNOWLEDGMENT

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


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 B. BUTALID	DL No. G01-80-018980	Jan. 19, 2033
RICARDO C. JULIANO	Passport No. P1395000B	Valid until 04/05/2029

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 Six (6) 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 _____ day of SEP 09 2024 2024 at the City of **CITY OF MANILA**


ATTY. HANEYA P. RASUMAN
NOTARY PUBLIC in the City of Manila
Commission No. 2023-143, until Dec. 31, 2024
Roll of Attorneys No. 77096
IBP No. 386851, Jan. 2, 2024, Pasig City
PTR No. 1519682, Jan. 3, 2024, Manila City
MCLE Compliance No. VIII - 0005624
Unit 11 C&R Building II, 861 J.L. Escoda St., Manila City

Doc. No. 607 ;
Page No. 3 ;
Book No. 02 ;
Series of 2024.