

June 6, 2024

**NOTICE OF AWARD**

Subject: Project No. : GSD-24-058  
Project Title : 2024 Maintenance Services

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

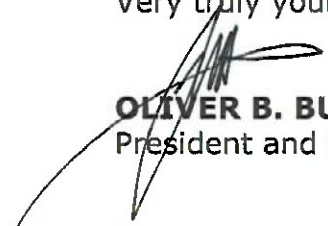
**Dear Mr. Juliano:**

This is to advise LBP Resources & Development Corporation on the acceptance of its proposal to undertake the aforementioned project in the amount of *Two Million One Hundred Fifty-Seven Thousand Eighty Pesos and 5/100 (2,157,080.05)* (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**  
President and CEO  
(Signature over Printed Name)

JUNE 18, 2024  
(Date)

June 20, 2024

**MR. RICARDO C. JULIANO, MNSA**

President and CEO

**LBP RESOURCES AND DEVELOPMENT CORPORATION**

24<sup>th</sup> 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 Maintenance Services** with Project No.: GSD-24-058, amounting to **Two Million One Hundred Fifty-Seven Thousand Eighty Pesos and 5/100 (2,157,080.05)** 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 *jt*

*JUNE 26, 2024*

Date

**MEMORANDUM OF AGREEMENT  
2024 MAINTENANCE SERVICES**

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**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 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, 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 2024 Maintenance 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 office personnel and general services with the following specifications:
  - a. The contract period shall start on July 1, 2024, until December 31, 2024;
  - 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 **Two Million One Hundred Fifty Seven Thousand Eighty Pesos and**

**05/100 (Php2,157,080.05)**, 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 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 \_\_\_\_\_ 2024 at the City of Manila.

LBP RESOURCES AND DEVELOPMENT CORPORATION  
(SERVICE PROVIDER)

PHILIPPINE NATIONAL OIL COMPANY  
(PROCURING ENTITY)

By:

By:

  
**RICARDO C. JULIANO, MNSA**  
*President & CEO*

  
**OLIVER B. BUTALID**  
*President & CEO*

**SIGNED IN THE PRESENCE OF:**

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

  
**ATTY. AROLF E. SUYOM**  
*Department Manager  
Administrative Services Department*

**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:

<b>NAME</b>	<b>VALID ID</b>	<b>PLACE/DATE ISSUED</b>
<b>OLIVER B. BUTALID</b>	DL No. G01-80-018980	Jan. 19, 2033
<b>RICARDO C. JULIANO</b>	Passport No. P1395000B	valid 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 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 \_\_\_\_\_ day of SEP 09 2024 2024 at the City of **CITY OF MANILA**

Doc. No. 601  
Page No. 17  
Book No. 02  
Series of 2024.

**ATTY. HANIEYA P. RASUMAN**  
**NOTARY PUBLIC** in the City of Manila  
Commission No. 2023-143, until Dec. 31, 2024  
Roll of Attorneys No. 77096  
IRP No. 386851, Jan. 2, 2024, Pasig City  
PRA No. 1412482, Jan. 3, 2024, Manila City  
M. No. 0005624  
Unit 11, Escoda Building, 461 J.L. Escoda St., Manila City