

**MEMORANDUM OF AGREEMENT
FOR JANITORIAL SERVICES
FROM 01 JULY TO 31 DECEMBER 2024**

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT (“MOA”)** is made and entered into this June 26, 2024 (Effective Date) between:

The **GOVERNANCE COMMISSION FOR GOCCs**, a central advisory, monitoring, and oversight body attached to the Office of the President of the Philippines, duly organized and existing pursuant to and by virtue of Republic Act No. 10149, with principal office address at 3/F BDO Towers Paseo (formerly Citibank Center), 8741 Paseo de Roxas Avenue, Makati City, duly represented herein by its **CHAIRPERSON, ATTY. MARIUS P. CORPUS** (hereinafter referred to as the “**GCG**”);

– and –

LBP RESOURCES AND DEVELOPMENT CORPORATION (LBRDC), a government-owned and -controlled corporation wholly-owned by Land Bank of the Philippines, with principal office address 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** (hereinafter referred to as the “**LBRDC**”).

The **GCG** and **LBRDC** are hereinafter collectively referred to as “**PARTIES**”.

WITNESSETH: THAT

WHEREAS, the **GCG** is mandated to be the central advisory, monitoring, and oversight body attached to the Office of the President of the Philippines duly organized and existing pursuant to and by virtue of Republic Act No. 10149.

WHEREAS, the **LBRDC** is a government-owned and -controlled corporation and wholly owned subsidiary of the Land Bank of the Philippines (Landbank) and is mandated to provide general services to the public.

WHEREAS, the **GCG** is in need of janitorial services and **LBRDC** offered its services to the **GCG**.

WHEREAS, the **GCG** procured through Negotiated Procurement (Agency to Agency), in accordance with Section 53.5 and other provisions of the 2016 Revised IRR of R.A. No. 9184 (Government Procurement Reform Act), the provision for Janitorial Services for six (6) months.

WHEREAS, the **LBRDC** has agreed to provide the **GCG**'s requirements under the terms and conditions of this **MOA**.

NOW, THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** agree on the following terms and conditions:

**ARTICLE I
DUTIES AND RESPONSIBILITIES OF THE LBRDC**

- 1.1 The **LBRDC** shall perform and undertake to provide **GCG** with Janitorial Services from July 01, 2024 to December 31, 2024 as specified in the Terms of Reference (herein attached as **Annex “A”**).
- 1.2 The **LBRDC** shall fulfill its obligation under this **MOA** using its technical knowledge and according to the best-accepted professional standards. The **LBRDC** shall exercise reasonable skill, care, and diligence in the discharge of its duties as agreed upon to be performed and shall always work in the best interest of the Government of the Philippines. To attain these ends, the **LBRDC** shall

provide personnel with adequate qualifications and experience and of such number as may be required for the fulfillment of the services, subject to the approval of the **GCG**.

- 1.3 The **LBRDC** shall submit all the deliverables and reportorial requirements in accordance with the Terms of Reference. The **LBRDC** shall submit to the **GCG** the reports, deliverables, and documents in English, in the form, in the numbers, and within the periods set forth in the Terms of Payment of the Terms of Reference.
- 1.4 The **LBRDC** shall provide the **GCG** with relievers to ensure continuous and uninterrupted services, in case of absences.
- 1.5 The **LBRDC** shall provide **GCG**, subject to the determination of the latter's Administrative Division (AD), janitorial personnel who possess the following qualifications:
 - 1.5.1 With at least six (6) months of experience in Janitorial Services;
 - 1.5.2 Physically and mentally fit;
 - 1.5.3 Must have passed the drug test conducted by any Government hospital or clinic; and
 - 1.5.4 Must not have been convicted of any administrative or criminal case, or have any pending administrative or criminal case.
- 1.6 The **LBRDC** shall exercise the necessary supervision over the work of its personnel.
- 1.7 The **LBRDC** shall provide uniforms to the assigned personnel.
- 1.8 The **LBRDC** shall assume full responsibility for any claims that its janitors may have, by reason of their employment, and that in case of accident, injury, or illness incurred in the line of duty, the **GCG** should not in any way be made liable by the **LBRDC** except when the cause of the accident, injury, or illness is attributed to the **GCG's** defective facilities or negligence.

The **LBRDC** shall ensure that the assigned personnel are covered by a Personal Accident Insurance policy procured by the **LBRDC**.
- 1.9 The **LBRDC** shall be responsible for any damage or loss of property belonging to the **GCG** and its employees that may be caused by the deliberate act or negligence of any of its personnel.
- 1.10 The **LBRDC** shall assume full responsibility for its compliance with the requirements of the Labor Code, the Social Security Service Act, and other laws pertaining to the employer-employee relationship. The **GCG** shall require, every month, the **LBRDC** to show or produce papers, receipts of payments to SSS, PhilHealth, and other evidence to show compliance with the Labor Code.
- 1.11 The **LBRDC** shall render the services at the following offices of the **GCG**:
 - 1.11.1 GCG Main Office with office address at 3rd Floor BDO Towers Paseo 8741 Paseo De Roxas Ave, Makati City.
 - 1.11.2 GCG Extension Office A with office address at 17th Floor BDO Towers Valero 8741 Paseo De Roxas Ave, Makati City.
 - 1.11.3 GCG Extension Office B with office address at 8th Floor BDO Towers Paseo 8741 Paseo De Roxas Ave, Makati City.

The **GCG** may change or add a venue in case it moves to another office space and/or adds a new office space that is not specified above. The **GCG** must notify in writing the **LBRDC** fifteen (15) days prior to the change and/or addition to the venue takes place.

- 1.12 **LBRDC** shall directly render the services covered by this **MOA** and shall not engage, subcontract, or assign any other **LBRDC** or person to perform any of **LBRDC**'s obligations under this **MOA**.

ARTICLE II DUTIES AND RESPONSIBILITIES OF THE **GCG**

- 2.1 The **GCG** shall certify the completion of each of **LBRDC**'s deliverables within **five (5) working days** from the receipt of complete payment documents (such as, but not limited to, Statement of Account, delivery receipt/s, and proof of payment of mandatory remittances).
- 2.2 Whenever the performance of the obligations in this **MOA** requires the **LBRDC** to obtain permits, approvals, and other licenses from local public authorities, the **GCG** shall, if requested by the **LBRDC**, assist the **LBRDC** in complying with such requirements in a timely and expeditious manner.
- 2.3 The **GCG** shall pay all costs involved in the performance of its responsibilities and shall ensure the timely payment of services provided by the **LBRDC** upon receipt of the necessary and complete documents as required by the **GCG**.

ARTICLE III DOCUMENTS

- 3.1 The following documents shall be deemed part of this **MOA**:

- 3.1.1 Term of Reference (**Annex "A"**);
3.1.2 **LBRDC**'s Certification of Compliance to Agency-to-Agency Agreement (**Annex "B"**);
3.1.3 **LBRDC**'s Proposal/Quotation with corresponding Terms and Conditions (**Annex "C"**).

ARTICLE IV TERM

- 4.1 This **MOA** shall be for the period 01 July to 31 December 2024, unless sooner terminated in accordance with the provisions of R.A. No. 9184.
- 4.2 The **GCG** may terminate this **MOA** for any or no reason by giving written notice to **LBRDC** at least **fifteen (15) days** before the intended date of termination, subject to the provisions of Department of Labor and Employment (DOLE) Department Order 174, series of 2017.

ARTICLE V CONTRACT PRICE AND PAYMENT

- 5.1 For and in consideration of the services provided, the **GCG** hereby covenants to pay the **LBRDC** in the amount which shall not exceed **TWO MILLION SIX HUNDRED THIRTY EIGHT THOUSAND SEVEN HUNDRED EIGHTY PESOS AND 98/100 (PhP2,638,780.98)**, inclusive of all applicable taxes. The **GCG** shall withhold the applicable taxes as required by law.
- 5.2 The billable amount under this **MOA** may be updated or adjusted in consideration of the following, subject to availability of funds:
- 5.2.1 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;

- 5.2.2 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;
- 5.2.3 If, after the date of this **MOA**, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the **LBRDC** in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the **LBRDC** under this **MOA** shall be increased or decreased on a no loss-no gain basis, and corresponding adjustments shall be made.

In case there are no funds available to cover the aforementioned adjustments, the **GCG** will make every reasonable effort to find alternative sources of funding or assist the **LBRDC** in obtaining such funding to meet the adjustments required in light of the aforementioned considerations.

- 5.3 Payment shall be made within **twenty (20) working days** from the submission of monthly billing, Certificate of Acceptance from **GCG**'s authorized representative, and all other documents required by issuances of the **GCG** and the Commission on Audit. No advance payments will be allowed as provided in Section 88 of Presidential Decree 1445. Should a delay in payment occur or is expected to occur, the **GCG** shall issue a letter informing **LBRDC** for an extension of payment not exceeding twenty (20) working days in accordance with R.A. No. 11072 otherwise known as the "Ease of Doing Business and Efficient Government Service Delivery Act of 2018" signed by the authorized representative of the **GCG**.
- 5.4 Payment shall be made using the Direct Payment Scheme (DPS) via the bank debit system through the issuance of a List of Due and Demandable Accounts Payable – Authority to Debit Account (LDDAP-ADA). However, should the payments be credited to a bank other than Landbank, any bank fees and charges shall be for the account of the **LBRDC**.
- 5.5 Any amount that **GCG** has paid in excess of the Total Contract Price shall be refunded by the **LBRDC** to **GCG** within **twenty (20) working days** from receipt of notice thereof. However, upon completion of the project, any payments made by the **GCG** in excess of the Total Contract Price may be retained by **LBRDC** if such excess amount is attributable to the payment of adjusted salaries or benefits incurred in compliance with items stated in Article 5.2 of this **MOA**.

ARTICLE VI RELATIONSHIP OF THE PARTIES

- 6.1 Nothing contained herein shall be construed as establishing a relation of employer and employee, or of principal and agent between the **GCG** and the **LBRDC**. The **LBRDC**, subject to this **MOA**, has complete charge of its Personnel performing the Services and shall be fully responsible for the Services performed by them or in their behalf hereunder.
- 6.2 The **LBRDC** shall during the performance of the Services be an independent contractor, retaining complete control over its Personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.
- 6.3 The **LBRDC** shall hold the **GCG** free and harmless from any and all liabilities resulting from the acts and omissions of the **LBRDC**'s Personnel pursuant to this **MOA**, provided there is no fault, negligence, or omission, on the part of the **GCG**.

ARTICLE VII GENERAL GUIDELINES IN THE PERFORMANCE OF SERVICES

- 7.1 The **LBRDC** shall provide the Janitorial Services in a timely and efficient manner, in conformity with the provisions of this **MOA**.

- 7.2 The **LBRDC** shall comply with the laws governing employee compensation, PhilHealth, Social Security, labor standards, and other laws, rules, and regulations applicable on account of the contracted services.
- 7.3 The **LBRDC** shall pay its Personnel not less than the minimum wage and other benefits mandated by law and the **GCG**. The **LBRDC** shall issue monthly pay slips to the contracted Personnel every 3rd week of the ensuing month. The **LBRDC** shall be required to submit documents to prove compliance therewith.
- 7.4 The **LBRDC** shall ensure timely remittance of all statutory contributions.
- 7.5 The **LBRDC** shall assign one (1) supervisor who shall conduct periodic or surprise inspections at any time to ensure that the assigned duties of the personnel are properly performed.
- 7.6 The **GCG** shall not be responsible for any claims for injury, including death sustained by the personnel or any third person, arising out of or in the course of the performance of the functions provided in the TOR. It is expressly understood that no employee-employer relationship exists between the Parties or of their employees, representatives, and agents.
- 7.7 The **LBRDC** shall be responsible for any loss or damage of **GCG's** properties that may be caused by its personnel, duly supported by an incident report for the purpose. The **GCG** has the option to demand payment for the replacement value of the lost/damaged properties, or replacement of the same item.
- 7.8 The **LBRDC** shall deploy nine (9) personnel upon receipt of the Notice to Proceed (NTP). The remaining six (6) personnel shall be deployed when the 17th Floor Extension Office is ready for occupancy and requires janitorial services upon notice or request from the Administrative Division of **GCG**.
- 7.9 The **LBRDC** shall immediately deploy a reliever or replace any of the assigned janitorial personnel at any time when the performance of any of them is found to be below standards, or whose conduct is unsatisfactory, or is prejudicial to the interest of the **GCG**. The judgment of the **GCG** on such matters shall be final and binding upon the **LBRDC** and should the latter refuse, the former may consider the same valid cause for the termination of the Services.
- 7.10 The Administrative Division of **GCG** has the right to conduct periodic performance reviews of the **LBRDC**.
- 7.11 Issues and concerns regarding janitorial services shall be communicated through electronic mail for proper documentation.

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

- 8.1 In case of breach or delay in the delivery, the **LBRDC** shall pay the amount of one-tenth (1/10) of one percent (1 %) of the cost of the undelivered services per day of delay per delivery schedule as liquidated damages which shall be automatically deducted from any payment due to the **LBRDC**. The **GCG** may rescind this MOA, 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 price.
- 8.2 **LBRDC** shall indemnify and hold **GCG** and its officers, employees, personnel, and representatives free and harmless against any and all actions, proceedings,

costs, claims, demands, losses, expenses, and liabilities arising out of or in connection with fraud or unauthorized activity by **LBRDC**, or any act or omission of the **LBRDC**, its directors, officers, agents, subcontractors, employees, and personnel in the implementation of this **MOA**.

- 8.3 The **GCG** shall in no event have any liability to the **LBRDC** or any third Party for any loss of profits, loss of revenue, loss of capital, loss of anticipated savings, or loss of data, or for any special, indirect, incidental, punitive, or consequential damages or losses arising out of or in connection with this **MOA**, under any theory of liability.
- 8.4 The maximum extent of liability of the **GCG** to the **LBRDC** for any claims and injuries shall be limited to the amounts actually payable by the **GCG** to the **LBRDC** under this contract.

ARTICLE IX VENUE

- 9.1 The **PARTIES** agree that all disputes, legal actions, suits, and proceedings arising from or relating or incidental to this Contract shall be filed with a competent court in Makati City to the exclusion of all other courts.
- 9.2 The **PARTIES** irrevocably waive any right they may have to object to any action being brought in those Courts, to claim that the action has been brought to an inconvenient forum, or to claim improper venue.

ARTICLE X AUTHORIZED REPRESENTATIVES AND NOTICES

- 10.1 Any action required or permitted to be taken and any document required or permitted to be executed under this **MOA** by both Parties may be taken or executed by the authorized representatives of the Parties.
- 10.2 The authorized representatives are as follows:

For the **GCG**:

- a. Primary Representative:

ATTY. MARIUS P. CORPUS,
Chairperson

- b. Alternate Authorized Representative:

Commissioner or Director of Administrative
and Finance Office (AFO)

For the **LBRDC**:

- a. Primary Representative:

MR. RICARDO C. JULIANO,
President and CEO

- b. Alternate Authorized Representative:

MR. JAN CARLO L. LIBIRAN
Asst. Manager / OIC PMMS

10.3 FORM OF NOTICE

Any notice, request, consent, or correspondence required or permitted to be given or made pursuant to this **MOA** shall be in writing. It shall be deemed to have been given or made when signed by the authorized representatives of the Parties, and shall be deemed received by either Party when sent by registered mail, or by electronic means (such as, but not limited to, telex, telegram, facsimile, or email), to the addresses of the Parties as stated below:

GCG: Governance Commission for GOCCs

Address: 3rd Floor, BDO Towers Paseo, 8741 Paseo de Roxas, Makati City
Facsimile: 5328-2030 loc. 301
Email Address: mpcorpus@gcg.gov.ph and feedback@gcg.gov.ph

LBRDC: LBP Resources and Development Corporation

Address: 24th Floor LBP Plaza, 1598 M.H. Del Pilar cor. Dr. J. Quintos
Street, Malate, Manila
Facsimile: _____
Email Address: lbrdc.opceo@gmail.com and jclibiran@lbpresources.com

10.4 EFFECTIVITY OF NOTICE

Notice shall be deemed to be effective as follows:

10.4.1 In case of personal delivery, registered mail, telegrams, or courier, upon delivery to the other Party; and

10.4.2 In the case of facsimile and electronic mail, upon sending to the other Party.

**ARTICLE XI
DATA PROTECTION**

11.1 Both Parties shall, at all times, ensure and maintain the integrity, security, privacy, and availability of any personal information and sensitive personal information (Personal Data) as defined under Republic Act 10173, otherwise known as the Data Privacy Act of 2012, and its Implementing Rules and Regulations which may come in its possession or knowledge pursuant to this **MOA** including any personal data of the assigned personnel, officers and employees of the Parties.

11.2 In the event of a breach of this **MOA**, the Parties should be guided by mutual cooperation and determination to put in place immediate mitigating controls to contain or resolve the breach. The Party where the breach occurs shall notify the other Party in writing of any actual or attempted breach by its employees. The notification shall be delivered immediately and in no event later than twenty-four (24) hours after the occurrence of such breach and shall not be delayed for investigation purposes. The Party with whom the breach occurred (the "**Breached Party**") shall cooperate fully with the other Party ("**Assisting Party**") in investigating and resolving any successful or attempted breach, including allowing immediate access to the Breached Party's facility by the Assisting Party or its investigator, to investigate and make copies of data as may be necessary.

11.3 In case of breach, the guilty Party shall indemnify the innocent Party for any loss or damage that the innocent Party may suffer as a consequence of the breach due to the guilty Party's gross non-compliance with the requirements of the Data Privacy Act.

**ARTICLE XII
CONFIDENTIALITY**

12.1 All Confidential Information¹ and Confidential Materials² are and shall remain the sole and exclusive property of the **GCG**. By disclosing information to the **LBRDC**

¹ shall mean any non-public information that GCG specifically marks and designates, either orally or in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential or which Supplier may create or produce in the course of performing services for GCG. "Confidential Information" includes, but is not limited to, information, financial information, verbal representations, names of employees and their personal information, vendor lists, business practices/strategies, hardware/software configuration, technical developments, investments, marketing information, training information and materials, or other business information disclosed to the Supplier by GCG either directly or indirectly in writing, orally, or by drawings or observation. This also includes GCG's business policies or practices, information received from others such as third-party information that GCG or any of its subsidiaries is obligated to treat as confidential and other materials and information of a confidential nature.

² shall mean all tangible materials containing Confidential Information, including without limitation drawings, schematics, written or printed documents, computer disks, tapes, digital formats and compact disks (CDs), whether machine or user readable.

and its assigned personnel, the **GCG** does not grant any express or implied right to the **LBRDC** and its personnel to use this information other than in the performance of the services provided under this **MOA**.

- 12.2 Except with the prior written consent of the **GCG**, the **LBRDC**, and its Personnel shall not at any time, even after the termination of this **MOA**, communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the **LBRDC** and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 12.3 In the event the **LBRDC** encounters a breach of personal or sensitive personal information that it acquired from the **GCG** due to this **MOA**, it shall immediately notify the **GCG** of the same. The **GCG**, through its Data Privacy Technical Working Group and Data Privacy Breach Response Team, reserves its right to apply security measures to minimize the impact of the breach and report the same to the **National Privacy Commission (NPC)** for appropriate action.

ARTICLE XIII MISCELLANEOUS PROVISIONS

- 13.1 In case any provision in this **MOA** is declared invalid, the unaffected portion shall remain valid.
- 13.2 All the mandatory provisions of R.A. No. 9184 and its Implementing Rules and Regulations, the terms and conditions as outlined in the Price Quotation of the **LBRDC**, and all other pertinent laws, rules, and regulations shall form an integral part of this **MOA**.
- 13.3 Any amendment or revision of any provision in this **MOA** shall be upon mutual consent and approval of the Parties.
- 13.4 In the event the Commission of Audit or any court, tribunal, agency, or officer of competent jurisdiction orders the suspension, disallowance, refund, restraint, or injunction of any payment made or to be made by **GCG**, the Parties shall comply with such order.
- 13.5 Any and all disputes arising from the implementation of this **MOA** shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". The seat of arbitration is the Philippines, whose laws shall be the law of the arbitration agreement. The language of the arbitration shall be English.

In case arbitration fails, the **PARTIES** agree that all disputes, legal actions, suits, and proceedings arising from or relating or incidental to this **MOA** shall be filed with a competent court in Makati City to the exclusion of all other courts.

IN WITNESS WHEREOF, the **PARTIES** hereto have caused this **MOA** to be executed in accordance with the laws of the Republic of the Philippines on the day, month, and year above written.

DONE, this 26 JUN 2024 in the City of Makati, Philippines.

**LBP RESOURCES AND
DEVELOPMENT CORPORATION**

By:


RICARDO C. JULIANO, MNSA
President & CEO


**GOVERNANCE COMMISSION FOR
GOCCs**

By:


ATTY. MARIUS P. CORPUS
Chairperson

SIGNED IN THE PRESENCE OF:


JAN CARLO L. LIBIRAN
 OIC/Asst. Manager
 Property Management & Maintenance
 Services Department


RAUL T. ABAD
 Director IV
 Administrative and Finance Office

CERTIFIED FUNDS AVAILABLE:

GOVERNANCE COMMISSION FOR GOODS
 ALLOTTED
 R.A. No. 11975
 Fund Available: () General () Special () Trust ()
 Function Project 100010001
5021202000 - Janitorial Services


JOSUE C. ROSAL
 OIC – Chief Accountant
 Administrative and Finance Office

ACKNOWLEDGMENT

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

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


NAME	VALID ID	PLACE/DATE ISSUED
RICARDO C. JULIANO		
ATTY. MARIUS P. CORPUS	Driver's License No. X01-81-000654	08 September 2023 Quezon City

During such appearance, they declared to me (1) that they voluntarily affixed their signatures on the foregoing instrument for the purposes stated therein; (2) that they executed the instrument as their free and voluntary act and deed; and (3) that they have full authority to sign the instrument.

This instrument, including this page, has _____ () pages.

WITNESS MY HAND AND SEAL, on the date and place first above written.

NOTARY PUBLIC


ATTY. CESAR T. VERANO
 NOTARY PUBLIC MAKATI CITY
 APPOINTMENT NO M-029
 VALID UNTIL DECEMBER 31 2024
 ISSUED ON DECEMBER 14 2022
 PTR NO MKT 10075072 · 01-02 2024 · MAKATI CITY
 IBP NO 396485 ROLL NO 29024
 MCLE COMPLIANCE NO VII-0023845
 VALID UNTIL APRIL 14 2025
 OFFICE ADDRESS #2733 G/F CARREON BLDG
 ZENAIDA ST. BRGY POBLACION MAKATI CITY

Doc. No. 50
 Page No. 12
 Book No. 11
 Series of 2024.