

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into this _____
by and between:

JAN 02 2025

DEPARTMENT OF FINANCE, a government agency of the Republic of the Philippines, with principal address at the Department of Finance Building and 7th Floor EDC Building, BSP Complex, Pablo Ocampo Sr. St. corner Roxas Blvd., Malate, Manila, represented by **Secretary RALPH GONZALEZ RECTO** 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**, who has been authorized by its Board of Directors under Board Resolution 22-04-15, as evidenced by the Secretary's Certificate attached and marked as "**Annex A**," and herein referred to as the "**Service Provider**."

ANTECEDENTS, That:

Procuring Entity procured through Negotiated Procurement (Agency to Agency) in accordance with Section 53.5 and other provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 (Government Procurement Reform Act) for the One (1) Year provision of Manpower Services for the Department of Finance.

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. Schedule of Requirements (Annex B)
- b. Technical Specifications (Annex C)
- c. Special Conditions of the Contract (Annex D)
- d. Proposal with Terms and Conditions of LBP Resources and Development Corporation dated December 3, 2024 (Annex E)

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 manpower services under an institutional contract of service workers arrangement with the following specifications:

- b. Provision of manpower personnel to perform the tasks in accordance with the Technical Specifications;
- 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 effectivity of the adjustment;
- d. The provision and deployment of required manpower shall be for the Philippine 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 problem, dishonesty, carelessness and incompetence and other unacceptable traits/behavior.
 - 3. Blatant violation of the Procuring Entity's rules and regulations.
 - 4. Offenses against the interest of co-workers.
 - 5. Other acts and deeds deemed derogatory and may jeopardize the position of the DOF, 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 Department of Finance Building and 7th Floor EDPC Building, BSP Complex, Pablo Ocampo Sr. St. corner Roxas Blvd., Malate, Manila.

- 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 undertake the performance of the services acquired unless the Procuring entity approve the same.
- 4. Workers hired shall remain to be employees of the Service Provider.
- 5. The discipline of workers shall be the responsibility of the Service Provider. The Procuring Entity shall report to the Service Provider any misconduct or wrongdoing of the said worker pertaining to the workers duties and responsibilities.
- 6. The Service Provider shall be responsible for the compensation of the deployed employees including compliance of existing labor law and DOLE issuances, including all the statutory benefits mandated by law and not limited to the necessary social security benefits.
- 7. The Service Provider shall maintain absolute control and supervision over all deployed employees, while the Procuring Entity may give instructions to the Service Provider's Supervisor deployed, who shall see to it that all the requirements of the Procuring Entity is being accomplished.
- 8. The Service Provider shall only be liable for losses and damages on the properties and facilities of the Procuring Entity which may be caused through negligence or fault of the worker assigned to the Procuring Entity while in the performance of their official duties, subject to the following limitation:

a. Losses and damages caused by or attributable to any worker in the

Provider liable if the same is without the prior written approval of the Service Provider.

9. Should the Procuring Entity find the worker undesirable, with unsatisfactory performance or commits acts inimical to the best interest of the Procuring Entity, or shows behavior or attitude which is not aligned with the standards of the Procuring Entity, the Service Provider shall, within five (5) working days from receipt of the Procuring Entity's written request, replace such worker concerned with one acceptable to the Procuring Entity.
10. The Procuring Entity may require the Service Provider to provide for additional worker whenever the exigency of the service so requires, the compensation of which shall be paid by the Procuring Entity.

The Procuring Entity also reserves the right to make corresponding reduction of the workers for any particular period during the duration of this Agreement, provided, a thirty (30) day-prior written notice is given to the Service Provider.

ARTICLE II CONTRACT PRICE AND PAYMENT

11. Procuring Entity shall pay the Service Provider the total contract price in the amount of **EIGHTY-EIGHT MILLION SEVEN HUNDRED EIGHT THOUSAND FOUR PESOS AND NINE CENTAVOS (Php88,708,004.09)**, inclusive of all applicable taxes, herein called the **"Contract Price."**
12. Service Provider shall submit the statement or billing within five (5) calendar days from the beginning of each month, and the Procuring Entity shall pay the Service Provider within thirty (30) calendar days from receipt.
13. The billable amount under this contract may be updated or adjusted in consideration of the following:
 - a. Duly approved DOLE - National Wages and Productivity Commission (NWPC) wage increase; and
 - b. Duly approved adjustments by the implementing body of contributions on mandatory statutory benefits such as but not limited to SSS, Philhealth, and HDMF (Pag-IBIG) and related thereto.
14. Workers performing messengerial functions such as delivery of important DOF official documents to other agencies shall be entitled to the reimbursement of reasonable actual transportation expenses subject to government accounting rules and regulations, which reimbursements shall be processed by the Procuring Entity and shall be paid directly to the individual.
15. The deployed workers shall observe the five-day regular eight (8) hours working schedule from Mondays to Fridays. For services, rendered over and above eight (8) hour regular working time or during holiday / rest day, particularly by those holding Driver positions, they shall be entitled to overtime pay subject to the provisions as stated in the Labor Code of the Philippines. Drivers are required to report to the respective offices of the official concerned whenever the official is out of the country or on leave of absence.

ARTICLE III BREACH OF CONTRACT AND LIQUIDATED DAMAGES

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.

17. In case of violation by either party of any of the foregoing terms and conditions, the other party may terminate this Contract by giving a written notice at least thirty (30) working days prior to the date of effectivity of the intended termination. The termination shall take effect immediately after the lapse of the thirty (30) working days from the receipt by the other party of the notice of termination; Provided, however, that the termination shall be without prejudice to the settlement of any obligation or claim for damages one may have against the other; Provided, further, that failure on the part of either party to enforce any of the provisions of this Contract shall not be considered as waiver of its rights.

ARTICLE IV DISPUTE RESOLUTION

18. All disputes, claims or questions which may arise out of this Contract shall be submitted to and settled first by an arbitrator before referring the same to the courts. Both parties shall mutually agree upon the arbitrator and they shall share equally the arbitrator's fee and all other arbitration expenses. 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).

The decision of the arbitrator shall be final and binding upon the Procuring Entity and the Service Provider and may be endorsed by either party in any court of competent jurisdiction.

19. The parties agree that any dispute, claim or dispute referable to the courts shall be instituted exclusively in the proper court of the place where the Procuring Entity's main office is located.

ARTICLE V CONTRACT DURATION

20. This Agreement shall start from the date of its approval until December 31, 2025, and unless sooner terminated in accordance with the provisions of RA No. 9184. Full delivery of all goods and services required in accordance with the agreed delivery schedule.

ARTICLE VI MISCELLANEOUS PROVISIONS

21. All mandatory provisions of RA 9184, its rules and other pertinent laws, rules, and regulations, and all the terms and conditions as outlined in the Price Quotation of the Service Provider shall form an integral part of this contract.
22. Amendment or revision of any provision shall be upon mutual agreement and approval of both the Procuring Entity and the Service Provider.

issuances of the National Privacy Commission (NPC), and other applicable laws on processing of personal information. These shall include compliance with all relevant data protection policies of the Entity and other measures reasonably necessary to prevent any use or disclosure of personal data other than as allowed under this contract.

The PARTIES shall implement security measures aimed at maintaining the availability, integrity, and confidentiality of personal data including the protection of personal data against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing.

24. CONSENT TO THE PROCESSING OF PERSONNEL INFORMATION - As part of the data privacy compliance, the Supplier hereby grants its consent to the Entity's processing of his/her personal information collected under this contract, which may include the disclosure of such information to third parties, to comply with requirements of law in relation to the implementation of this contract.

ARTICLE VII SEPARABILITY CLAUSE

25. 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 2 day of JAN 12, 2025 at the City of Manila.

**LBP RESOURCES AND
DEVELOPMENT CORPORATION**
(Service Provider)

By:


RICARDO C. JULIANO, MNSA
President & CEO

DEPARTMENT OF FINANCE
(Procuring Entity)


By:


RALPH GONZALEZ RECTO
Secretary



SIGNED IN THE PRESENCE OF:


MS. NERI T. BELEY
Acting Head
Property Management & Maintenance
Services Department


RICHARD G. MANZANO
Chief Administrative Officer
General Services Division / Central
Administration Office

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
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:

<i>NAME</i>	<i>VALID ID</i>	<i>PLACE / DATE ISSUED</i>
RICARDO C. JULIANO		

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 Contract Agreement, and consists of seven (7) pages including this page where the acknowledgment is written, 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 02 day of JAN, 2025 at the City of Manila.

Doc. No. : 04 ;
Page No. : 01 ;
Book No. : CXIV ;
Series of 2025

Nelson H. Manalili
ATTY. NELSON H. MANALILI
 Notary Public Until 12-31-2025
 Commission No. 2024-021
 IBP No. 487672 / 12-26-2024 (For 2025) / Manila
 PTR No. 2041476 / 01-02-2025 / Manila
 Roll of Attorneys No. 45757
 MCLE Compliance No. VIII-0000943, 12-01-22 / Pasig
 64 T.M. Kalaw Avenue, Ermita, Manila

ACKNOWLEDGMENT

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
RALPH GONZALES RECTO	TIN 131-909-699-000	Lipa City, Batangas February 12, 2016

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 Contract Agreement and consists of seven (7) pages, including this page where the acknowledgment is written, 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 JAN 02 2025, 2025 at the City of Manila.

Doc. No. : 117 ;
Page No. : 24 ;
Book No. : XIII ;
Series of 2025

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for City of Manila-Until Dec 31, 2024
Notarial Commission No. 223-091
2nd Floor Midland Plaza Hotel, Adoracion St., Ermita Mla
ICP No. 323700- Jan 3, 2024
P.T.R. No. 1625522 - Jan. 3, 2024
Roll No. 68731 / NICLE No. VJ-0011675-0-14/2024
TIN: NO: 252-279-493-00000


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

SECRETARY'S CERTIFICATE

I, **KENNETH A. BUENAVENTURA**, of legal age, Filipino and with office address at Land Bank Plaza, 1598 M.H. Del Pilar, corner Dr. J. Quintos Streets, Malate, Manila, Philippines, after having been duly sworn to in accordance with law, do hereby depose and state that:


1. I am the Corporate Secretary of **LBP RESOURCES AND DEVELOPMENT CORPORATION (LBRDC)**, formerly LB (Land Bank) Realty Development Corporation, a corporation duly organized and existing under the laws of the Philippines, with principal office and place of business at the above-stated address;
2. As Corporate Secretary, I am the custodian of the corporate books and records of LBRDC, including Minutes and Resolutions of its Board of Directors;
3. During the regular meeting of the LBRDC Board of Directors duly held and convened on 26 April 2022, and duly conducted with a quorum present throughout, the Board, per **Board Res. No. 22-04-15**, approved the amendment to the LBRDC Codified Approving and Signing Authority (CASA).
4. Under the amended LBRDC CASA, the President and CEO, on behalf of LBRDC, has the authority to offer and/or submit quotation or bid for construction and renovation projects, manpower and maintenance services and other related services for New Business and Other Clients (not LBP & Subsidiaries).
5. The foregoing **Board Res. No. 22-04-15** has not been annulled, revoked and amended in any way whatsoever, and the same is in full force and effect on the date hereof.
6. Per records of the Corporation, DIR. RICARDO C. JULIANO is the President and CEO of LBRDC.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of LBRDC in Manila, Philippines, this 27 day of December 2024.


KENNETH A. BUENAVENTURA
 Corporate Secretary

SUBSCRIBED AND SWORN to before me this 27 day of December, 2024, in the City of Manila, Philippines; affiant exhibiting to me a competent proof of identity – LBP ID No. _____ Driver's License No. C07-11-619926

Doc No. 200 ;
 Page No. 41 ;
 Book No. 1 ;
 Series of 2024


Atty. JESUS F. MORANILLO
 Commission No. 2023-227
 Valid until December 31, 2024
 Notary Public for the City of Manila
 Quintos Sr. cor. Simoun Sampaloc, Manila
 MCLE Compliance: Admitted to the Bar on 05-02-2023
 Roll No. 86619 / IBP No. 331847 / 12-20-23 / Manila III
 PTR No. 1548367 City of Manila issued on 01-10-2024

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Delivered Weeks/Months
1	Account Payables Specialist	2	12 months
2	Accounting Specialist I	2	12 months
3	Asset Management Assistant III	1	12 months
4	Asset Management Assistant IV	2	12 months
5	Administrative Services Aide	1	12 months
6	Administrative Services Clerk I	1	12 months
7	Administrative Services Clerk III	2	12 months
8	Administrative Services Clerk IV	10	12 months
9	Administrative Services Clerk V	1	12 months
10	Administrative Services Assistant I	3	12 months
11	Administrative Services Assistant II	22	12 months
12	Administrative Services Assistant IV	3	12 months
13	Administrative Services Assistant V	15	12 months
14	Administrative Services Assistant VI	1	12 months
15	Assistant Administrative Officer	3	12 months
16	Bookkeeper II	2	12 months
17	Bookkeeper III	2	12 months
18	Cashier Operations Assistant III	1	12 months
19	Cashier Operations Assistant IV	1	12 months
20	Cashier Operations Assistant V	1	12 months
21	Digitization Assistant I	1	12 months
22	Digitization Assistant II	2	12 months
23	Digitization Clerk I	1	12 months
24	Driver II	10	12 months
25	Driver III	28	12 months
26	Economic Development Specialist II	3	12 months
27	Economic Development Specialist IV	1	12 months

30	Finance Associate II	5	12 months
Item Number	Description	Quantity	Delivered Weeks/Months
31	Finance Associate III	1	12 months
32	Finance Associate IV	2	12 months
33	Gym Assistant	2	12 months
34	Gym Instructor	2	12 months
35	ICT Response Officer II	4	12 months
36	ICT Response Officer II - Data Management	1	12 months
37	ICT Response Support Specialist	1	12 months
38	ICT Specialist I - Data Management	1	12 months
39	ICT Specialist I - Systems Management Support	2	12 months
40	ICT Specialist I - UI/UX Design/System Development	1	12 months
41	Information Technology Officer II	2	12 months
42	Junior Auditor	3	12 months
43	Junior Planning Officer	1	12 months
44	Legal Management Officer	1	12 months
45	Procurement Officer II	2	12 months
46	Procurement Officer III	2	12 months
47	Procurement Officer IV	1	12 months
48	Project Management Officer III	1	12 months
49	Project Management Specialist	1	12 months
50	Senior Auditor	1	12 months
51	Transport Operations Staff IV	1	12 months
	TOTAL	162	

Section VI. SCHEDULE OF REQUIREMENTS

Item Number	Description	Quantity	Delivered Weeks/Months
1	Account Payables Specialist	2	12 months
2	Accounting Specialist I	2	12 months
3	Asset Management Assistant III	1	12 months
4	Asset Management Assistant IV	2	12 months
5	Administrative Services Aide	1	12 months
6	Administrative Services Clerk I	1	12 months
7	Administrative Services Clerk III	2	12 months
8	Administrative Services Clerk IV	10	12 months
9	Administrative Services Clerk V	1	12 months
10	Administrative Services Assistant I	3	12 months
11	Administrative Services Assistant II	22	12 months
12	Administrative Services Assistant IV	3	12 months
13	Administrative Services Assistant V	15	12 months
14	Administrative Services Assistant VI	1	12 months
15	Assistant Administrative Officer	3	12 months
16	Bookkeeper II	2	12 months
17	Bookkeeper III	2	12 months
18	Cashier Operations Assistant III	1	12 months
19	Cashier Operations Assistant IV	1	12 months
20	Cashier Operations Assistant V	1	12 months
21	Digitization Assistant I	1	12 months
22	Digitization Assistant II	2	12 months
23	Digitization Clerk I	1	12 months
24	Driver II	10	12 months
25	Driver III	28	12 months
26	Economic Development Specialist II	3	12 months
27	Economic Development Specialist IV	1	12 months
28	Executive Support Specialist III	1	12 months

Item Number	Description	Quantity	Delivered Weeks/Months
43	Junior Planning Officer	1	12 months
44	Legal Management Officer	1	12 months
45	Procurement Officer II	2	12 months
46	Procurement Officer III	2	12 months
47	Procurement Officer IV	1	12 months
48	Project Management Officer III	1	12 months
49	Project Management Specialist	1	12 months
50	Senior Auditor	1	12 months
51	Transport Operations Staff IV	1	12 months
	TOTAL	162	

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Technical Specifications

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. A statement in the Bidder's statement of compliance that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

Item	Specification	Statement of Compliance
1	Account Payables Specialist - Bachelor's degree; Two (2) years relevant experience and eight (8) hours of relevant training. Proposed Salary: ₱38,085.00/month.	
2	Accounting Specialist I - Bachelor's degree relevant to the Job, with R.A. 1080; Two (2) years relevant experience and eight (8) hours of relevant training. Proposed Salary: ₱34,781.00/month.	
3	Asset Management Assistant III - Bachelor's degree; One (1) year relevant experience and four (4) hours of relevant training. Proposed Salary: ₱29,010.00/month.	
4	Asset Management Assistant IV - Bachelor's degree; Two (2) years relevant experience and eight (8) hours of relevant training. Proposed Salary: ₱38,085.00/month.	
5	Administrative Services Aide - Elementary graduate; Experience and Training none required. Proposed Salary: ₱15,254.00/month.	
6	Administrative Services Clerk I - Completion of two (2) years studies in College; One (1) year relevant experience and four (4) hours of relevant training. Proposed Salary: ₱16,282.00/month.	
7	Administrative Services Clerk III - Completion of two (2) years studies in College; Two (2) years of relevant experience; Eight (8) hours of relevant training. Proposed Salary: ₱18,718.00/month.	
8	Administrative Services Clerk IV - Bachelor's degree; Experience and Training none required. Proposed Salary: ₱20,179.00/month.	
9	Administrative Services Clerk V - Bachelor's degree; Experience and Training none required. Proposed Salary: ₱22,149.00/month.	
10	Administrative Services Assistant I - Bachelor's degree; One (1) year relevant experience and four (4) hours of relevant training. Proposed Salary: ₱26,494.00/month.	

14	Administrative Services Assistant VI - Bachelor's degree; Two (2) years relevant experience and eight (8) hours of relevant training. Proposed Salary: ₱42,099.00/month.	
15	Assistant Administrative Officer - Bachelor's degree; Three (3) years relevant experience; 16 hours of relevant training. Proposed Salary: ₱58,717.00/month.	
16	Bookkeeper II - Bachelor's degree; One (1) year relevant experience and four (4) hours of relevant training. Proposed Salary: ₱2,6494.00/month.	
17	Bookkeeper III - Bachelor's degree; One (1) year relevant experience and four (4) hours of relevant training. Proposed Salary: ₱29,010.00/month.	
18	Cashier Operations Assistant III - Bachelor's degree; Two (2) years relevant experience and eight (8) hours of relevant training. Proposed Salary: ₱38,085.00/month.	
19	Cashier Operations Assistant IV - Bachelor's degree; Three (3) years relevant experience; 16 hours of relevant training. Proposed Salary: ₱47,037.00/month.	
20	Cashier Operations Assistant V - Bachelor's degree; Three (3) years relevant experience; 16 hours of relevant training. Proposed Salary: ₱58,717.00/month.	
21	Digitization Assistant I - Bachelor's degree; Experience and Training none required. Proposed Salary: ₱24,224.00/month.	
22	Digitization Assistant II - Bachelor's degree; One (1) year relevant experience and four (4) hours of relevant training. Proposed Salary: ₱26,494.00/month.	
23	Digitization Clerk I - Completion of two (2) years studies in College; One (1) year relevant experience and four (4) hours of relevant training. Proposed Salary: ₱16,282.00/month.	
24	Driver II - Elementary graduate; Experience and Training none required. Professional Driver's License is required. Proposed Salary: ₱15,254.00/month.	
25	Driver III - Elementary school graduate; Two (2) years of relevant experience. Eight (8) hours of relevant training; Professional Driver's license is required. Proposed Salary: ₱18,718.00/month.	
26	Economic Development Specialist II - Bachelor's degree relevant to the job; One (1) year relevant experience and four (4) hours of relevant training. Proposed Salary: ₱29,010.00/month.	
27	Economic Development Specialist IV - Bachelor's degree relevant to the job; Three (3) years relevant experience; 16 hours of relevant training.	

31	Finance Associate III - Bachelor's degree relevant to the job; Two (2) years relevant experience and eight (8) hours of relevant training. Proposed Salary: ₱38,085.00/month.	
32	Finance Associate IV - Bachelor's degree relevant to the job; Three (3) years relevant experience; 16 hours of relevant training. Proposed Salary: ₱58,717.00/month.	
33	Gym Assistant - Completion of two (2) years studies in College, with at least two (2) years relevant experience in managing a gym. Proposed Salary: ₱20179.00/month.	
34	Gym Instructor - Completion of two (2) years studies in College, with at least three (3) years of relevant experience in managing a gym. Proposed Salary: ₱29,010.00/month.	
35	ICT Response Officer II - Bachelor's degree relevant to the job; Two (2) years relevant experience and eight (8) hours of relevant training. Proposed Salary: ₱42,099.00/month.	
36	ICT Response Officer II - Data Management - Bachelor's degree relevant to the job; Two (2) years relevant experience and eight (8) hours of relevant training. Proposed Salary: ₱42,099.00/month.	
37	ICT Response Support Specialist - Bachelor's degree relevant to the job; Three (3) years relevant experience; 16 hours of relevant training. Proposed Salary: ₱52,554.00/month.	
38	ICT Specialist I - Data Management - Bachelor's degree relevant to the job; One (1) year relevant experience and four (4) hours of relevant training. Proposed Salary: ₱29,010.00/month.	
39	ICT Specialist I - Systems Management Support - Bachelor's degree relevant to the job; One (1) year relevant experience and four (4) hours of relevant training. Proposed Salary: ₱29,010.00/month.	
40	ICT Specialist I - UI/UX Design/System Development - Bachelor's degree relevant to the job; Three (3) years relevant experience; 16 hours of relevant training. Proposed Salary: ₱52,554.00/month.	
41	Information Technology Officer II - Bachelor's degree; Three (3) years relevant experience; 16 hours of relevant training. Proposed Salary: ₱58,717.00/month.	
42	Junior Auditor - Bachelor's degree; One (1) year relevant experience and four (4) hours of relevant training. Proposed Salary: ₱29,010.00/month.	
43	Junior Planning Officer - Bachelor's degree; One (1) year relevant experience and four (4) hours of relevant training. Proposed Salary:	

48	Project Management Officer III - Bachelor's degree; Three (3) years relevant experience; 16 hours of relevant training. Proposed Salary: ₱52,554.00/month.	
49	Project Management Specialist - Bachelor's degree; Three (3) years relevant experience; 16 hours of relevant training. Proposed Salary: ₱58,717.00/month.	
50	Senior Auditor - Bachelor's degree; Three (3) years relevant experience; 16 hours of relevant training. Proposed Salary: ₱58,717.00/month.	
51	Transport Operations Staff IV - Bachelor's degree; Two (2) years relevant experience and eight (8) hours of relevant training. Proposed Salary: ₱38,085.00/month.	
	<p>Note:</p> <p>*The monthly basic pay to be paid by the contractor must not be below the DOF prescribed rate and current minimum wage rate provided by law. The Contractor shall likewise be mandated to pay the employer's share: SSS/Philhealth; Pag-ibig Contribution and related government mandated benefits.</p> <p>*Drivers, and office staff will work on a five (5) working day schedule.</p> <p>*Drivers shall be entitled to overtime pay, subject to the provisions as stated in the Labor Code of the Philippines and its amendment.</p> <p>*Drivers shall be required to undergo standard medical tests such as fasting blood sugar test, lipid profile, ishihara test, psychological test and drug test. Failure to comply with these requirements and/or to secure a "fit to work" status, the driver shall be subject for termination of contract. The cost of these medical tests shall be paid in advance by the service provider, and the DOF may reimburse per personnel up to P2,400.00.</p> <p><u>In case some regular service personnel deployed in DOF are absent, the CONTRACTOR shall provide a manpower as replacement from its pool at no extra cost to the DOF.</u> Forced day-offs of regular service personnel will not be allowed. In no case, shall the service be sub-contracted. No trainees shall be allowed as a reliever even if they are allowed and identified as such.</p> <p>* The outsourced personnel are required to wear the DOF prescribed uniform/dress code. The cost of uniforms shall be paid in advance by the service provider and the DOF may reimburse the same in the amount of ₱7,000.00 for female and ₱7,000.00 for male. Likewise, the grant of uniform allowance through cash form shall be given upon the approval of the head of agency. The outsourced</p>	

	<p>*Renewal of Contract for the General Support Services:</p> <p>The renewal of the regular and recurring services as services that are essential, indispensable, or necessary to the day-to-day operations of the Procuring Entity (PE).</p> <p>The said recurring procurement projects of the government agencies may either secure a Multi-Year Contracting Authority (MYCA) or an equivalent authority, or renew the on-going contract to not more than one (1) year subject to assessment or evaluation of the contractor's performance. In no case shall the total contract renewals exceed two (2) years.</p> <p>The renewal should be in accordance to the Appendix No. 37, "Guidelines on Renewal of Regular and Recurring Services" in the IRR of RA 9184.</p>	
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Special Conditions of Contract

GCC Clause	
1	<p>The Funding Source is the Government of the Philippines (GOP) through the 2025 General Appropriations Act. The Approved Budget for the Contract for the Manpower Services in the DOF is Ninety Million One Hundred Thousand Pesos (Php 90,100,000.00).</p> <p>Additional Conditions for the completion of this Contract. The winning bidder shall be responsible for the following:</p> <ol style="list-style-type: none"> a. The Contract should be covered with Non-Disclosure Agreement. All information with regards to the contract and implementation should be considered as confidential. All information and documents produced during the implementation of the contract shall be considered as the DEPARTMENT's property. Any vital information or sensitive issues of the DEPARTMENT are restricted for dissemination. b. Drivers shall be entitled to overtime pay subject to the provisions as stated in the Labor Code of the Philippines and its amendments. c. Drivers shall be required to undergo standard medical tests such as fasting blood sugar test, lipid profile, ishihara test, psychological test and drug test. Failure to comply with these requirements and/or to secure a "fit to work" status, the driver shall be subject for termination of contract. The cost of these medical tests shall be paid in advance by the service provider, and the DOF may reimburse per personnel up to P2,400.00. d. The CONTRACTOR shall have a minimum of Three (3) reliever drivers for the DOF available at any time to take over in case some regular service personnel are absent at no extra cost to the DOF. Forced day-offs of regular service personnel will not be allowed. In no case, shall the service be sub-contracted. No trainees shall be allowed as a reliever even if they are allowed and identified as such. e. The outsourced personnel are required to wear the DOF prescribed uniform. The cost of uniforms shall be paid in advance by the service provider and the DOF may reimburse the same in the amount of ₱7,000.00 for female and ₱7,000.00 for male. Likewise, the grant of uniform allowance through cash form shall be given upon the approval of the head of agency. The outsourced personnel shall be entitled to the

	<p>regulations.</p> <p>g. Renewal of Contract for the General Support Services:</p> <p>The renewal of the regular and recurring services as services that are essential, indispensable, or necessary to the day-to-day operations of the Procuring Entity (PE).</p> <p>The said recurring procurement projects of the government agencies may either secure a Multi-Year Contracting Authority (MYCA) or an equivalent authority, or renew the on-going contract to not more than one (1) year subject to assessment or evaluation of the contractor's performance. In no case shall the total contract renewals exceed two (2) years.</p> <p>The renewal should be in accordance to the Appendix No. 37, "Guidelines on Renewal of Regular and Recurring Services" in the IRR of RA 9184.</p>
2.2	No further instructions.
4	No further instructions.

Annex E

LBP RESOURCES & DEVELOPMENT CORPORATION

PROJECT : MANPOWER SERVICES
LOCATION : DEPARTMENT OF FINANCE (DOF) ROXAS BLVD, MANILA
SUBJECT : TERMS AND CONDITIONS
DATE : DECEMBER 03, 2024

Terms and Conditions:

1. Rates are not lower than the minimum wage rates for Metro Manila per Wage Order No. 25 effective July 17, 2024. In case of mandated minimum wage increase, LBRDC shall implement adjustment on the above rates for the account of the client.
2. The cost of uniform prescribed by the client to be paid in advance by LBRDC shall be reimbursed by the client.
3. Monthly contract rate and actual billing shall be fixed per month. This includes premium for twelve (12) regular holidays and three (3) special days. Additional costs shall be added to the fixed contract amount if and when incurred, to wit:
 - a. Overtime pay
 - b. Night differential pay
 - c. Expanded Maternity leave (RA 11210)
 - d. Paternity leave (RA 8187)
 - e. Premium for local and special holidays in excess of the above
 - f. Increase in mandatory benefits/employer's contributions as a result of (a), (b), and (d)
 - g. Parental Leave for solo parents (RA 8972)
 - h. Leave for victims of violence against women and their children (RA 9262)
 - i. Special Leave for women (RA 9710)
 - j. Hazard pay for Registered Chemists and Chemical Technicians (RA 10657)
 - k. Other benefits that may be required by law (e.g. Hazard Pay and other benefits during Community Quarantine, Gratuity Pay, etc.)
 - l. Reimbursable costs of COVID-19 tests, as may be required
4. Computation of premiums are based on the provisions of Labor Code
 - a. Art. 86 - Night Differential
 - b. Art. 87 - Overtime Work
 - c. Art. 93 - compensation for rest day, Sunday, or holiday work
5. The computation of mandatory benefits (SSS, PHIC, HDMF, and EC) is based on the following:
 - a. SSS - based on the employee's gross pay per month
 - b. PhilHealth - based on the employee's basic pay per month
 - c. Pag-IBIG - based on the employee's basic pay per month
 - d. EC - based on the employee's gross pay per month
6. Agency fee is 10% of the direct cost - labor and materials (*DOLE Department Order No. 18-A, s. 2011 Section 9.b (ii), November 14, 2011: "The place of work and terms and conditions governing the contracting arrangement, to include the agreed amount of the services to be rendered, the standard administrative fee of not less than ten percent (10%) of the total contract cost."*)
7. Administrative Fee - a charge imposed by an Agency to cover typical items listed as general and administrative expenses which include: (i) Rent, (ii) Utilities, (iii) Insurance, (iv) Executives wages and benefits, (v) The depreciation of office fixtures and equipment, (vi) Legal counsel and accounting staff salaries; and (vii) office supplies
8. All billings shall be paid within thirty (30) days upon receipt.

LBP RESOURCES & DEVELOPMENT CORPORATION

PROJECT : MANPOWER SERVICES

LOCATION : DEPARTMENT OF FINANCE (DOF) ROXAS BLVD, MANILA

SUBJECT : PROPOSAL FOR CY 2025

DATE : DECEMBER 03, 2024

MANPOWER SERVICES	PER MONTH	PER ANUM
SALARY OF MANPOWER SERVICES	5,923,566.29	71,082,795.53
SUB-TOTAL		71,082,795.53
ADMINISTRATIVE FEE (10%)		7,108,279.55
TOTAL		78,191,075.08
VALUE ADDED TAX (12%)		9,382,929.01
TOTAL LABOR COST		87,574,004.09
REIMBURSABLE COSTS OF UNIFORMS (Php7,000.00 per Personnel)		1,134,000.00
GRAND TOTAL		88,708,004.09

Antonio