

**SUPPLEMENTAL/BID BULLETIN NO. 1**

**PROJECT :** Comprehensive General Pest Control Services and Termite Control & Extermination Program for LANDBANK Plaza and Other Satellite Offices under Project Identification No. LBP-GIBAC-ITB-GS-20250219-01

**IMPLEMENTOR :** Bids and Awards Committee for Goods and Infrastructure (GI-BAC)

**DATE :** 08 July 2025

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This Supplemental/Bid Bulletin is issued to modify, amend and/or clarify specific items in the Bidding Documents. It shall form an integral part of the Bidding Documents.

Modification, amendment and/or clarification:

1. The Terms of Reference (Annexes E-1 to E-24), Technical Specifications (Section VII) and Checklist of Bidding Documents (Item No. 12 of Technical Components and Item Nos. 4.1 and 7 of Other Documents to Support Compliance with Technical Specifications) have been revised. Please see attached revised Annexes E-1 to E-24 and specific sections of the Bidding Documents.
2. Responses to Bidder's Queries/Clarifications per attached Annexes H-1 to H-2.
3. The Submission and Opening of Bids is rescheduled on 17 July 2025 at 10:00 A.M. through videoconferencing using Microsoft (MS) Teams application.

  
**EMMANUEL G. HIO, JR.**  
Chairperson, GI-BAC

## RESPONSES TO BIDDER'S QUERIES AND/OR SUGGESTIONS

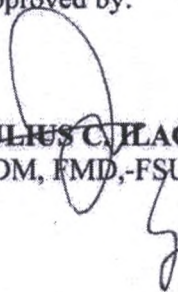
DATE	July 3, 2025
PROEJECT INDENTIFICATION NO.	LBP-GIBAC-ITB-GS-20250219-01
PROJECT NAME	Comprehensive General Pest Control Services and Termite Control & Extermination Program for LANDBANK Plaza and Other Satellite Offices
PROPONENT UNIT	FMD

ITEM NO.	PORTION OF BIDDING DOCUMENTS	QUERIES AND/OR SUGGESTIONS	LANDBANK's RESPONSES
1	Terms of Reference Page 2 of 10 Item C.4	May we ask if we can submit one FPA Licensed Applicator as Household and Structural Pest Control Exterminator 2007-2008 (recognized by the FDA) and for technicians or pest control handlers can submit their training certificates from private pest control associations like Pest Control Associations be accepted?	Accepted. (Please note the updates in the TOR as per the bid bulletin: To submit a valid CPA Certificate issued by FPA and/or accredited training providers recognized by the Food and Drug Administration (FDA))
2	Terms of Reference Page 3 of 10 Item C-2	Can we not limit the rat control with only glue board stations and traps? Can you require us to use anti-coagulant baits on strategic areas for us to have successful rat control services?	No. The original provisions in the TOR will be maintained
3	Terms of Reference Page 3 of 10 Item C-2	Termite Baiting – not all pest control operators are experts and authorized baiting operators. Can you add a certification that the Pest Control Provider is an authorized baiting operator of the baiting system to be used?	No. The original provisions in the TOR will be maintained
4	Terms of Reference Page 6 of 10	DOLE 174 will determine if a company is complying of labor laws. Mandatory Eight (8) hours Safety and Health Seminar for workers. Do you require them?	Yes. We will require a DOLE certification to comply with labor standards.

Prepared by:

  
**LOUIE JOSE B. LODANA**  
Architect, FMD, FSU-FAD

Approved by:

  
**JULIUS C. ILAG**  
ADM, FMD, FSU

*ANNEX 4-1*

*Received thru email 07-07-2025  
4:55 pm*



## RESPONSES TO BIDDER'S QUERIES AND/OR SUGGESTIONS


DATE	June 27, 2025
PROJECT IDENTIFICATION NO.	LBP-GIBAC-ITB-GS-20250219-01
PROJECT NAME	Comprehensive General Pest Control Services and Termite Control & Extermination Program for LANDBANK Plaza and Other Satellite Offices
PROPOSER UNIT	FMD

ITEM NO.	PORTION OF BIDDING DOCUMENTS	QUERIES AND/OR SUGGESTIONS	LANDBANK'S RESPONSES
1	Terms of Reference Page 2 of 10 Item C.4	In Lieu of FPA certificate which is fumigation, since fumigation will not be conducted at Landbank, we request Landbank to consider the PH and SPH training conducted by PFPMA and PCAP, which are also accepted by the FDA.	Accepted.
2	Terms of Reference Page 2 of 10 Item C.5	Also, can we use website generated FDA approval of the chemical since our suppliers could not easily send us a copy of the certificate of product registration.	Accepted.
3	Terms of Reference Page 2 of 10 Item C.5	There were expired certificate of product registration and the renewal is in process, can we attach the official receipt and other supporting documents to the expired certificate?	Kindly submit expired & latest certificate issued with the receipt of the renewal and a covering memo indicating the tentative date of the release of the updated certificate.
4	Terms of Reference Page 2 of 10 Item C.5	We would like to ask if the Certification of Inspection from the Landbank Facilities Management Department is per site being inspected or as a whole facilities will be issued for Certification.	As discussed during the pre-bid conference on June 26, 2025, we will only conduct inspection at the Land Bank Plaza which has the majority of the areas to be managed for pest control.
5	Terms of Reference Page 2 of 10 Item C.5	We are requesting a schedule for site inspection at all 7 Landbank facilities starting tomorrow June 27, 2025 and also we would like to ask the contact person and contact number per site where we can coordinate for the schedule of visit	We may schedule this on June 30, 2025 from 8:00 am to 5:00 pm. Kindly look for Engr. Charlotte Gumar and/or Ar. Louie Jose Lodana at 25 <sup>th</sup> floor, FMD, Landbank Plaza with locals 4143 and 2323.

Prepared by:

  
**LOUIE JOSE B. LODANA**  
Architect, FMD, FSU-FAD

Approved by:

  
**JHERIC C. ILAG**  
ADM, FMD, FSU

\* DONE

Annex H-2

## Technical Specifications

Specification	Statement of Compliance
<p>Comprehensive General Pest Control Services and Termite Control &amp; Extermination Program for LANDBANK Plaza and Other Satellite Offices</p> <p>1. Scope of work and other requirements per attached <b>revised Terms of Reference (Annexes E1 to E24)</b>.</p> <p>2. The documentary requirements enumerated in <b>item C.1 Qualification Requirements of the revised Terms of Reference (Annexes E1 &amp; E2)</b> shall be submitted in support of the compliance of the Bid to the Technical Specifications and other requirements.</p>	<p>Bidders must signify their compliance to the Technical Specifications/Terms of Reference by stating below either "Comply" or "Not Comply"</p> <p>Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence 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.</p> <p>Please state here either "Comply" or "Not Comply"</p>



Non-submission of the above mentioned documents/requirements may result in bidder's post-disqualification.	
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**Conforme:**

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature over Printed Name of  
Authorized Representative

\_\_\_\_\_  
Position

## Checklist of Bidding Documents for Procurement of Goods and Services

The documents for each component should be arranged as per this Checklist. Kindly provide guides or dividers with appropriate labels.

### Eligibility and Technical Components (PDF File)

- The Eligibility and Technical Component shall contain documents sequentially arranged as follows:
  - Eligibility Documents – Class “A”

#### Legal Eligibility Documents

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages).

#### Technical Eligibility Documents

2. Duly notarized Secretary's Certificate attesting that the signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, if the prospective bidder is a corporation, partnership, cooperative, or joint venture or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. (sample form - Form No. 7).
3. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the last five (5) years from the date of submission and receipt of bids. The statement shall include all information required in the sample form (Form No. 3).
4. Statement of the prospective bidder identifying its Single Largest Completed Contract (SLCC) similar to the contract to be bid within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the sample form (Form No. 4).

#### Financial Eligibility Documents

5. The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.



6. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) following the sample form (Form No. 5), or in the case of Procurement of Goods, a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
- Eligibility Documents – Class “B”
    7. Duly signed valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit its legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance, provided, that the partner responsible to submit the NFCC shall likewise submit the statement of all its ongoing contracts and Audited Financial Statements.
    8. For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos, Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
    9. Certification from the DTI if the Bidder claims preference as a Domestic Bidder, if applicable.
  - Technical Documents
    10. Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
    11. Section VI – Schedule of Requirements with signature of bidder's authorized representative.
    - 12. Revised Section VII – Specifications with response on compliance and signature of bidder's authorized representative.**
    13. Duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).

*Note: During the opening of the first bid envelopes (Eligibility and Technical Components) only the above documents will be checked by the BAC if they are all present using a non-discretionary “pass/fail” criterion to determine each bidder's compliance with the documents required to be submitted for eligibility and the technical requirements.*



- Other Documents to Support Compliance with Technical Specifications [must be submitted inside the first bid envelope (Eligibility and Technical Components)]
  1. List of three (3) projects in the field of pest control and termite application services completed from years 2022 to 2024, with at least one (1) project completed each year (including previous contract with LANDBANK) supported by a copy of Purchase Order, Official Receipts or equivalent document and Certificate of Satisfactory Performance.
  2. Valid and current License to Operate (LTO) issued by Food and Drug Administration (FDA) through the Center for Cosmetics and Household/Urban Hazardous Substances Regulation and Research (CCHUHSRR), obtained within one (1) year prior to the date of bid opening, covering the commercial application of household/urban pesticides for pest control and termite extermination services.
  3. Current and Valid Certificate of Membership issued within one (1) year prior to the opening of bids, with any of the following:
    - 3.1 Philippine Federation of Pest Management Operators Associations Inc. (PFPMOA)
    - 3.2 Pest Control Association of the Philippines (PCAP)
  4. List of at least four (4) pesticide applicators who are regular employees of the company, each of whom has successfully completed four-day training course and passed the examination administered by the Fertilizer and Pesticide Authority (FPA), in accordance with the FPA regulations on the safe and proper application of pesticides. The applicators must be supported with the following documents:
    - 4.1 Valid Certified Pesticide Applicator (CPA) certificate issued by FPA and/or accredited training provider recognized by Food and Drug Administration (FDA)**
    - 4.2 Proof of employment (e.g. certificate of employment, latest payroll, etc.)
  5. Brochures supported with Material Safety Data Sheet (MSDS) or Chemical Safety Data Sheet (CSDS) for the chemicals to be used in the project:
  6. Certificate of Product Registration (CPR) that chemicals to be used are registered with the Food and Drug Administration (FDA) Philippines. (Refer to Annex E4 of the Terms of Reference for the list of active ingredients of the chemicals)
  7. **Valid Certificate of Registration issued by Department of Labor and Employment (DOLE) showing that the service provider is a DOLE registered service contractor.**
  8. Certificate of Inspection from LANDBANK Facilities Management Department issued at least seven (7) calendar days prior to the opening of bids.



- Post-Qualification Documents/Requirements – [The bidder may submit the following documents/requirements within five (5) calendar days after receipt of Notice of Post-Qualification]:
  1. Business Tax Returns per Revenue Regulations 3-2005 (BIR No.2550Q) VAT or Percentage Tax Returns for the last two (2) quarters filed manually or through EFPS.
  2. Latest Income Tax Return filed manually or through EFPS.
  3. Original copy of Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
  4. Original copy of duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).
  5. Duly notarized Secretary's Certificate designating the authorized signatory in the Contract Agreement if the same is other than the bidder's authorized signatory in the bidding (sample form – Form No. 7).

Financial Component (PDF File)

- The Financial Component shall contain the documents sequentially arranged as follows:
  1. Duly filled out Bid Form signed by the bidder's authorized representative (sample form - Form No.1).
  2. Duly filled out Schedule of Prices signed by the bidder's authorized representative (sample form - Form No.2).
  3. Duly filled out Breakdown of Bids signed by the Bidder's authorized representative (Annexes F1 to F10).

*Note: The forms attached to the Bidding Documents may be reproduced or reformatted provided the information required in the original forms and other requirements like signatures, if applicable, are complied with in the submittal.*

**TERMS OF REFERENCE****A. Name and Description of Project**

One (1) Lot of Comprehensive General Pest Control Services and Termite Control & Extermination Program, Inclusive of Technical Supervision, Labor, Materials and Tools/Equipment for a Period of Three (3) Years for the following LANDBANK Buildings:

<b>Project Site</b>	<b>Address</b>	<b>Estimated Floor Area (sqm) (Annex "A")</b>
LANDBANK Plaza Building	1598 M. H. Del Pilar cor. Dr. Quintos Sts. Malate, Manila	68,517.09
Makati Business Center/ Ayala Branch	GF & Mezz., Robinsons Summit Center, Ayala Ave., Makati City	1,109.31
LBP Quezon City Operations Center	Brgy. Bungad, West Avenue, Quezon City	1,633.64
LBP Antipolo Warehouses (Old & New Bldg.)	Escala Compound, Brgy. Mambugan, Antipolo City	11,707.20
LANDBANK Leadership Development Center (GF-3F)	658 Cabildo St. Intramuros, Manila	3,094.86
LBP Aurora Blvd. Branch – Operations Center	725 Aurora Boulevard, New Manila, Quezon City	538.30
LBP Visayas Ave. Branch – Operations Center	Far East Asia Commercial Complex, 282 Visayas Avenue corner Congressional, Pasong Tamo, Quezon City	440.00
<b>TOTAL</b>		<b>87,040.40</b>

**B. Objective**

To procure the services for a comprehensive general pest and termite control and extermination program to minimize/control the build-up and proliferation of rodents, pests, insects (crawling and flying), and termite destruction in the above mentioned LANDBANK Buildings.

**C. Project Requirements****1. Qualification Requirements**

<b>Particulars</b>	<b>Documentary Requirements</b>
1) The service provider must have a minimum of three (3) years of experience in the field of pest control and termite application services.	<ul style="list-style-type: none"> <li>List of three (3) projects completed from years 2022 to 2024, with at least one (1) project completed each year (including the previous contract with LANDBANK, if applicable)</li> <li>Purchase Order, Official Receipts or equivalent documents; and</li> <li>Certificate of Satisfactory Performance issued by each client (including LANDBANK, if applicable)</li> </ul>



## CLASS D

Particulars	Documentary Requirements
2) The service provider must be legally authorized to engage in pest control services involving the use of regulated chemical substances, in compliance with FDA regulations on the handling and application of household/urban hazardous substances, and must possess a valid License to Operate (LTO) issued by the Food and Drug Administration (FDA) through the Center for Cosmetics and Household/Urban Hazardous Substances Regulation and Research (CCHUHSRR).	Valid and current LTO issued by the FDA through the CCHUHSRR, obtained within one (1) year prior to the date of bid opening, covering the commercial application of household/urban pesticides for pest control and termite extermination services.
3) The service provider must be a member of a recognized pest control/management associations or federations recognized by FDA to ensure adherence with industry standards and best practices, promoting safe and effective pest control services.	<p>Current and valid Certificate of Membership with any of the following, issued within one (1) year prior to the opening of bids:</p> <ul style="list-style-type: none"> <li>• Philippine Federation of Pest Management Operators Associations, Inc. (PFPMOA)</li> </ul> <p style="text-align: center;"><b><u>OR</u></b></p> <ul style="list-style-type: none"> <li>• Pest Control Association of the Philippines (PCAP)</li> </ul>
4) The service provider must have at least four (4) pesticide applicators who are regular employees of the company, each of whom has successfully completed the four-day training course and passed the examination administered by the Fertilizer and Pesticide Authority (FPA), in accordance with FPA regulations on the safe and proper application of pesticides.	<ul style="list-style-type: none"> <li>• <b>Valid Certified Pesticide Applicator (CPA) Certificate issued by FPA and/or accredited training provider recognized by the Food and Drug Administration (FDA)</b></li> <li>• Proof of employment (e.g., certificate of employment, latest payroll, etc.)</li> </ul>
5) The service provider shall use only FDA-registered household pesticides for all pest and termite control and extermination activities, in compliance with applicable regulatory standards.	<ul style="list-style-type: none"> <li>• Brochures supported with Material Safety Data Sheet (MSDS) or Chemical Safety Data Sheet (CSDS)</li> <li>• Certificate of Product Registration (CPR) that chemicals to be used are registered with the Food and Drug Administration (FDA), Philippines (please see specifications on page 4. for the active ingredients of the chemical being used)</li> </ul>
6) The service provider shall be a DOLE registered service contractor	<ul style="list-style-type: none"> <li>• <b>Valid Certificate of Registration issued by the Department of Labor and Employment</b></li> </ul>
7) The Service provider must conduct a pre-inspection, verification, and overall project assessment at least seven (7) calendar days prior to the opening of the bid.	Certificate of Inspection issued by the Facilities Management Department.



## 2. Technical Requirements

- Pest Control and Termite Control & Extermination Activity Schedule

Activity		Frequency
1) Comprehensive General Pest Control Services		
• Insect Control – Spraying & Misting		Weekly
• Cockroach Control - Gel Baiting		Monthly
• Rodent Control – Glue Board Stations and Traps		Bi-monthly
2) Termite Control & Extermination Program		
• Termite Control	Soil Treatment and Bait	Yearly
	Spraying	Quarterly

The bidder shall submit the Cost Breakdown of Chemicals (Annex "B") and Products and Cost Breakdown of Labor Cost (Annex "C") as part of the Financial Component to be submitted during the bid opening.

- Estimated Quantities of Chemicals and Products per Treatment and per Site

Project Site	Activity	Method	Quantity
LANDBANK Plaza Building	Insect control	Spraying	1500ml
		Misting	1500ml
	Cockroach control	Gel-bait	12 tubes (30g)
	Rodent control	Mechanical traps	20 pieces
		Glue Board Station	10 pieces/floor
	Termite control	Soil Treatment	12 liters
		Bait	12 pieces
		Spraying	4000ml per quarter
Makati Business Center/ Ayala Branch	Insect control	Spraying	200ml
		Misting	200ml
	Cockroach control	Gel-bait	2 tubes (30g)
	Rodent control	Mechanical traps	10 pieces
		Glue Board Station	10 pieces
	Termite control	Soil Treatment	5 liters
		Bait	5 pieces
		Spraying	500ml per quarter
Quezon City Operations Center	Insect control	Spraying	200ml
		Misting	200ml
	Cockroach control	Gel-bait	2 tubes (30g)
	Rodent control	Mechanical traps	10 pieces
		Glue Board Station	10 pieces
	Termite control	Soil Treatment	5 liters
		Bait	5 pieces
		Spraying	500ml per quarter
Antipolo Warehouses (Old & New Bldg.)	Insect control	Spraying	650ml
		Misting	650ml
	Cockroach control	Gel-bait	5 tubes (30g)
	Rodent control	Mechanical traps	20 pieces
		Glue Board Station	20 pieces
	Termite control	Soil Treatment	10 liters
		Bait	10 pieces
		Spraying	1000 ml per quarter



Project Site	Activity	Method	Quantity
LANDBANK Leadership Development Center (GF- 3F)	Insect control	Spraying	280ml
		Misting	280ml
	Cockroach control	Gel-bait	3 tubes (30g)
	Rodent control	Mechanical traps	12 pieces
		Glue Board Station	12 pieces
	Termite control	Soil Treatment	7 liters
		Bait	7 pieces
		Spraying	700ml per quarter
Aurora Blvd. Branch – Operations Center	Insect control	Spraying	100ml
		Misting	100ml
	Cockroach control	Gel-bait	1 tube (30g)
	Rodent control	Mechanical traps	5 pieces
		Glue Board Station	5 pieces
	Termite control	Soil Treatment	3 liters
		Bait	3 pieces
		Spraying	300ml per quarter
Visayas Avenue Branch – Operations Center	Insect control	Spraying	100ml
		Misting	100ml
	Cockroach control	Gel-bait	1 tube (30g)
	Rodent control	Mechanical traps	5 pieces
		Glue Board Station	5 pieces
	Termite control	Soil Treatment	3 liters
		Bait	3 pieces
		Spraying	300ml per quarter

- Allowable Percentage Composition of Active Ingredients

The following active ingredients, all registered with the FDA, may be used individually or in combination in any approved solution, provided their concentrations do not exceed the maximum allowable percentage composition as specified below:

Activity	Ingredients	Percentage (%) Allowed
Insect Control	Cyfluthrin	5% w/v
	Cypermethrin	6% w/v
	Cypermethrin	25g/L (2.5%)
	Lambda-cyhalothrin	2.5%
	Fipronil	5.0%
	Deltamethrin	5% w/v
	Novaluron	10% w/v
	Permethrin	10%
	Imidacloprid	21%
	Beta-Cyflutrin	10.5%
	Pyriproxyfen	74.03%
	Beauveria bassiana	10%
Gel Bait	Indoxacarb	0.60% w/w
	Thiamethoxam	0.01%
Rodent Control	Diphacinone	0.005%
	Flocoumafen	0.005%
	Brodifacoum	0.05g/kg
Termite Control	Chlorfluazuron	0.11%
	Fipronil	50g/L
	Chlorfluazuron	0.1%w/w
	Bifenthrin	100g/L



**3. Scope of Works****a) General Pest Control Services**

- Inspection and identification of pest infestations.
- Treatment for common pests including rodents, cockroaches, ants, spiders, and other insects.
- Regular monitoring and maintenance to prevent re-infestation.
- Use of environmentally friendly and safe pest control methods.

**b) Termite Control & Extermination**

- Comprehensive termite inspection and identification.
- Application of termiticides and other treatment methods.
- Installation of termite baiting systems with monthly inspection
- Regular monitoring and maintenance of termite control systems.

**Notes:**

- A minimum of six (6) hours of general pest control should be conducted on all floors of LANDBANK Plaza to ensure the effectiveness of the pest control.
- FMD personnel shall verify the quantities of chemicals/products used for each treatment, ensure compliance with the manufacturer's prescribed solution concentrations, and confirm that all pesticides are sealed, undamaged, within their expiration dates, and in the manufacturer's original packaging prior to application or treatment, to ensure efficacy.
- There will be LANDBANK personnel assigned by FMD to monitor and oversee the service provider's activities during the implementation and application of pest and termite control treatments.
- Spraying must cover not only the top and edges of carpets but also the areas beneath them, as well as all sides and corners of workstations and hallways within the Bank premises.
- Rodent control shall utilize covered glue boards (excluding cardboard or carton materials) at office workstations.
- The service provider must conceal or enclose all potential rodent entry points. The methodology and procedures for this shall be subject to verification and approval by FMD.
- In case the treatment proves ineffective, the service provider may conduct a special pest and termite control activity at no additional cost to the Bank. The service provider will be allowed up to three (3) attempts to rectify the ineffective treatment.
- A detailed sketch plan indicating the exact locations of termite bait stations shall be provided, accompanied by photographic documentation. This documentation shall serve as proof of implementation and must be submitted accordingly for verification and record-keeping purposes.



**c) Technical Supervision**

- Supervision by certified pest control professionals.
- Regular training and updates for technicians on the latest pest control methods and safety protocols.
- Quality control checks to ensure compliance with industry standards.

**d) Labor Requirements**

- Provision of trained and certified pest control technicians.
- Adequate staffing to ensure timely and effective service delivery.
- Compliance with labor laws and safety regulations.

**e) Materials and Tools/Equipment**

- Use of high-quality, industry-standard pest control materials and chemicals.
- Provision of necessary tools and equipment including sprayers, dusters, foggers, and protective gear.
- Regular maintenance and calibration of equipment to ensure optimal performance.

**f) Reporting and Documentation**

- Detailed reports of inspections, treatments, and findings.
- Maintenance of records for all pest control activities.
- Regular updates and communication with the client regarding pest control status and recommendations.

**g) Safety and Environmental Considerations**

- Adherence to all safety protocols and regulations.
- Use of eco-friendly and non-toxic pest control methods where possible.
- Proper disposal of pest control materials and chemicals.

**Note:**

The service provider must properly dispose of all dead pests in accordance with the rules and regulations of the DENR and other relevant regulatory bodies. A Certification of Proper Disposal, or an equivalent report, must be submitted within five (5) days after the conduct of each treatment.

**D. Submittals**

<b>Documents</b>	<b>Submission Period</b>
Comprehensive General Liability Insurance (CGLI) and Personal Insurance Certificate/Policy covering bodily injury and property damage	Upon issuance of Notice to Proceed and/or prior to actual implementation of the project
Updated Chemical Rotation Plan – Submission of chemical rotation plan to enhance the efficiency of pest control measures	Prior to actual implementation of the project



Certification of Proper Disposal, or an equivalent report	within five (5) days after the conduct of each treatment
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**E. Delivery Period**

The contract shall begin upon receipt of the Notice to Proceed and advice from FMD and shall end three (3) years after.

**F. Payment Terms**

1. Payment shall be made every end of the month upon submission of the following documentary requirements:
  - a. Billing Invoice
  - b. Duly signed Service Treatment Report (sample form provided per Annex "D")
  - c. Duly signed Post-Service Treatment/Inspection Report (sample form provided per Annex "E")
  - d. Certificate of Completion of the completed Comprehensive General Pest Control Services
  - e. Certification of Proper Disposal
2. LANDBANK shall pay the SERVICE PROVIDER for the item delivered/services rendered subject to accounting and auditing rules of LANDBANK and Commission on Audit.
3. The SERVICE PROVIDER is required to maintain a deposit account with LANDBANK cash department or any of its branches. This directive is pursuant to Malacañang Executive Order No. 170-Adoption of Digital Payments for Government Disbursement and Collections, directing all government agencies to utilize safe and efficient digital disbursement in the payment of goods, services and other disbursement.
4. Payment shall be through credit to the SERVICE PROVIDER's deposit account with LANDBANK.
5. Payment shall be through direct credit to the SERVICE PROVIDER's deposit account with any LANDBANK Branch, pursuant to Malacañang Executive Order No. 170 – Adoption of Digital Payments for Government Disbursements and Collections, directing all government agencies to utilize safe and efficient digital disbursement in the payment of goods, services and other disbursements.

**G. Updated Tax Clearance**

Updated Tax Clearance shall be presented by the supplier/contractor in accordance with Executive Order No. 398, Series of 2005 and BIR Regulations No.17-2024 prior to final settlement of government contracts.

**H. Liquidated Damages**

If the SERVICE PROVIDER fails to deliver any or all of the goods and/or services within the period/s specified in this Contract, LANDBANK shall, without prejudice to its other remedies



under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent (0.001) of the price of the unperformed portion of the goods and/or services for each day of delay based on the approved contract. LANDBANK need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to Supplier. In case the total sum of liquidated damages reached ten percent (10%) of the total contract price, LANDBANK may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

#### **I. Pre-Termination/Termination of Contract**

Pre-termination/Termination of Contract shall be governed by the guidelines on Termination of the Contract per Annex "I" of the 2016 Revised Implementing Rules and Regulations

In addition to the grounds under the said Guidelines for Contract Termination the following are also grounds for pre-termination/termination:

- Failure by the SERVICE PROVIDER to perform its obligation thereon;
- Unsatisfactory Performance by the SERVICE PROVIDER within the contract duration
- Ineffective pest and termite control applications – the SERVICE PROVIDER failed to effectively eliminate and control/lessen pest and termite infestation

#### **J. Other Conditions**

The winning contractor/supplier/service provider shall:

1. Coordinate with FMD for schedules and project briefing. Work authorization permit shall be secured from FMD prior to any mobilization.
2. Deploy competent technicians/workers with vast experience and expertise in the entire undertaking and implementation of the project.
3. Provide its workers with the required personal protective equipment and appropriate tools in the implementation of the project.
4. Be liable and solely responsible for any harm, damage and injury that may be incurred or suffered by its own crew/workers or any other person in the implementation of the project and to any damage to the Bank's property arising from the acts whether partial, contributory or due entirely to the fault, negligence and/or dishonesty of its workers in the course of their duties.
5. Maintain cleanliness at all times. The SERVICE PROVIDER shall clean the affected area immediately after each work day.
6. Be bounded by and shall strictly observe the Bank's existing rules and regulations with regards to the standard security policies and procedures while in the premises.

#### **K. Performance Evaluation**

- a. FMD will conduct a quarterly evaluation of the activities conducted by the service provider using the parameters set forth in the Performance Assessment Report (sample report as per Annex "F").



- b. The following matrix will outline the rating scale that will be used to assess the performance of the SERVICE PROVIDER:

Rating		Particular
Numerical	Adjectival	
3.4 – 4.0	Excellent	Exceeds expectations/deliverables
2.3 ≤ 3.4	Good	Meets expectations/deliverables
1.7 ≤ 2.3	Needs improvement	Tighter controls, management intervention required
1.0 ≤ 1.7	Poor	Discontinue

- c. An adjectival rating of "Needs Improvement or "Poor" shall be grounds for pre-termination of the contract.

#### **L. Data Privacy**

- a. The SERVICE PROVIDER shall uphold the rights of the data subjects under Data Privacy Act of 2012, limited only for the purpose of this Terms of Reference and any information about the data shall be treated in strict confidence and shall be handled with utmost care and cannot be shared to any parties. Moreover, the SERVICE PROVIDER shall not engage another Service provider for the implementation of the Terms of Reference without prior written permission of LANDBANK. All data and information shared shall remain the property of LANDBANK and shall be returned to LANDBANK immediately upon its request. Finally, any data breach should be reported to LANDBANK within twenty-four (24) hours from the SERVICE PROVIDER's discovery, for the former's appropriate action.
- b. The SERVICE PROVIDER shall ensure that any information regarding the business, operations, plans and organization of LANDBANK acquired by it, and its service personnel assigned to render services to LANDBANK or work within LANDBANK premises shall be kept CONFIDENTIAL. The SERVICE PROVIDER shall see to it that this confidentiality requirement shall be observed by all its assigned personnel. Additionally, the SERVICE PROVIDER warrant that it shall not disclose to any person or entity any information so acquired without the express prior written consent of LANDBANK.
- c. The SERVICE PROVIDER shall guarantee that the information provided by LANDBANK in relation to the performance of the former's function shall be handled with utmost confidentiality. This should be supported by a separate duly notarized Non-Disclosure Agreement (sample template per Annex G) mutually agreed upon by both parties and shall be submitted to FMD prior to contract implementation.

#### **M. Other Terms and Conditions**

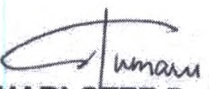
- a. It is understood that the service personnel of the SERVICE PROVIDER are not employees of LANDBANK. The Service provider shall be solely responsible under existing labor laws, rules and regulations, or those that may hereafter be enacted, regulating employer – employee relationship, and/or other employment benefits to which the service personnel may be entitled. The Service provider hereby warrants that it shall fully and faithfully comply with the labor laws, including but not limited to the statutory minimum wage decrees, rules and regulations and that it shall keep LANDBANK free and harmless from any liability whatsoever in the event that any claim arising under such laws, decrees, rules and regulations is presented/filed.




## CLASS D

- b. The SERVICE PROVIDER shall be solely responsible for any and all injuries or damages to persons or property caused by it and/or its service personnel assigned to LANDBANK in the course of performing its obligations. LANDBANK shall not be responsible for the death or injury sustained by the Service provider's service personnel while performing their obligations to LANDBANK. In case of such death, accident or damage, LANDBANK is specifically relieved of any damage and responsibility, therefore.
- c. In line with the Bank's Occupational Safety, Service provider shall be required to use appropriate materials (i.e. gloves, mask, etc.) during the performance of their duties.
- d. As part of Bank's compliance with the Green Procurement Policy, the SERVICE PROVIDER shall use packaging materials made of recyclable/biodegradable materials.
- e. The SERVICE PROVIDER shall exercise extreme caution and be responsible for the delivery, safe hauling/transfer of its supplies, tools and equipment to prevent damage to LANDBANK properties. The corresponding cost to repair or replace Bank equipment, facilities or properties, including parts and components damaged or lost by the Service provider or due entirely to the fault, negligence, and/or dishonesty of the SERVICE PROVIDER's personnel in the course of their duties shall be chargeable to the SERVICE PROVIDER.
- f. The SERVICE PROVIDER shall be held directly responsible for any injury to person and/or damage to the Bank's property arising from the act, whether partial, contributory, or due entirely to the fault, negligence or dishonesty of the SERVICE PROVIDER's personnel in the course of their duties.
- g. The SERVICE PROVIDER shall maintain cleanliness at all times. They shall clean their designated area after each workday.
- h. The SERVICE PROVIDER shall strictly observe LANDBANK's existing rules and regulations and shall be subject to the Bank's standard security policies and procedures while inside the LANDBANK premises.

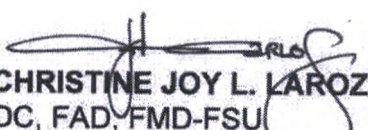
Prepared by:

  
**CHARLOTTE D. GUMARU**  
Engineer, FAD, FMD-FSU

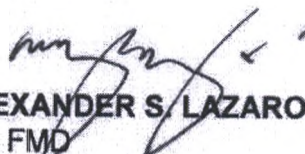
Endorsed by:

  
**JULIUS C. ILAG**  
ADM, FMD-FSU

Checked by:

  
**CHRISTINE JOY L. LAROZA**  
DC, FAD, FMD-FSU

Approved by:

  
**ALEXANDER S. LAZARO**  
VP, FMD



# ANNEX "A"


## SPACE AREA FOR PEST CONTROL COMPUTATION PURPOSES

A. LANDBANK PLAZA		
FLOOR		Estimated Floor Area (Sq-m)
1	36th	269.17
2	35th	1,376.51
3	34th	913.67
	Exec Lounge	296.23
	BD, Ante & Lounge)	337.38
4	33rd	1,547.28
5	32nd	1,515.29
6	31st	1,547.28
7	30th	1,547.28
8	29th	1,547.28
9	28th	1,547.28
10	27th	1,547.28
11	26th	1,547.28
12	25th	1,547.28
13	24th	1,547.28
14	23rd	1,547.28
15	22nd	1,547.28
16	21st	1,547.28
17	20th	1,547.28
18	19th	1,547.28
19	18th	1,547.28
20	17th	1,547.28
21	16th	1,547.28
22	15th	1,547.28
23	14th	1,547.28
24	12th (Canteen)	1,547.28
25	11th	1,454.36
26	10th	2,414.15
27	9th	2,996.52
28	8th	2,996.52
29	7th	2,996.52
30	6th	2,996.52
31	5th	2,996.52
32	4th	2,996.52
33	3rd	2,996.52
34	2nd/Mezzanine	1,393.26
35	Ground	2,893.02
36	Basement	3,732.81
SUB-TOTAL (Estimated)		68,517.09



<b>B. LBP MAKATI BUSINESS CENTER/AYALA BRANCH</b>		
	FLOOR	Estimated Floor Area (Sq-m)
1	2nd / Mezzanine	499.00
2	Ground	610.31
	SUB-TOTAL (Estimated)	<b>1,109.31</b>
<b>C. LBP Quezon City Operation Center</b>		
	FLOOR	Estimated Floor Area (Sq-m)
1	3rd	499.03
2	2nd	499.03
3	Ground	635.58
	SUB-TOTAL (Estimated)	<b>1,633.64</b>
<b>D. LBP WAREHOUSE (ANTIPOLO CITY)</b>		
	FLOOR	Estimated Floor Area (Sq-m)
OLD BUILDING		
1		2,613.60
2		2,613.60
NEW BUILDING		
1	3rd	2,160.00
2	2nd	2,160.00
3	Ground	2,160.00
	SUB-TOTAL (Estimated)	<b>11,707.20</b>
<b>E.</b>	<b>LANDBANK LEADERSHIP DEVELOPMENT CENTER, INTRAMUROS MANILA</b>	3,094.86
<b>F.</b>	<b>LBP AURORA BLVD. (QUEZON CITY)</b>	538.30
<b>G.</b>	<b>LBP VISAYAS AVE. (QUEZON CITY)</b>	440.00

Prepared by:

  
**CHARLOTTE D. GUMARU**  
ENGINEER, FMD-FSU

Reviewed by:

  
**EDGARDO V. CALDERON**  
DC, FAD-FMD

Recommended by:

  
**JULIUS C. ILAG**  
ADM, FMD-FSU

Approved by:

  
**ALEXANDER S. LAZARO**  
VP, FMD



## Cost Breakdown of Chemicals and Products to Be Used

Project Site	Activity	Method	Name and Description of Chemical/Product (Specify generic name of chemical/product, brand (if available), packaging (e.g., bottle, tube and pieces) and content per package (if applicable, e.g., 250 ml)	Unit of Measure	Required Quantity per SqM	Unit Price
	Insect control	Spraying Misting				
	Cockroach control	Gel-bait				
	Rodent control	Mechanical traps Glue Board Station				
	Termite control	Soil Treatment Bait Spraying				



## UNIT PRICES OF LABOR

Project Site	Activity	Method	No. of Technicians	Rate per Hour	Required Time per Treatment*	Unit Price
	Insect control	Spraying				
		Misting				
	Cockroach control	Gel-bait				
	Rodent control	Mechanical traps				
		Glue Board Station				
	Termite control	Soil Treatment				
		Bait				
		Spraying				
	Inspection					

\*Total time required to finish the specific method of the activity per treatment expressed in man-hours or man-days



(Name and Address of the Service Provider)

## SERVICE TREATMENT REPORT

Clients Name: \_\_\_\_\_

Address: \_\_\_\_\_

Areas/Floors Covered: \_\_\_\_\_

A. COMPREHENSIVE GENERAL PEST CONTROL SERVICES

ACTIVITY/SCOPE OF WORKS	Frequency of Treatment	Date of Treatment	Previous Date Treatment	REMARKS
1.0 General Pest Abatement Program				
2.0 Misting Method				

B. TERMITE CONTROL & EXTERMINATION PROGRAM

ACTIVITY/SCOPE OF WORKS	Frequency of Treatment	Date of Treatment	Previous Date Treatment	Date of Inspection	REMARKS
1.0 General Pest Abatement Program					

C. CHEMICALS USED:

1.0 For the Comprehensive General Pest Control Services

\_\_\_\_\_

\_\_\_\_\_

2.0 For the Termite Control &amp; Extermination Program

\_\_\_\_\_

\_\_\_\_\_

D. CHEMICALS/PRODUCTS APPEARANCE (pls. check the appropriate the boxes)COMPREHENSIVE GENERAL PEST CONTROL SERVICES

CHEMICALS/PRODUCTS	QUANTITIES PER TREATMENT	QUANTITIES OF CHEMICAL / PRODUCTS PER ACTUAL TREATMENT	CHEMICALS/PRODUCTS APPEARANCE (pls. check the appropriate the boxes)				REMARKS
			SEALED	DAMAGED	EXPIRED	NOT EXPIRED	
1 Insect Control							
Spraying							
Misting							
2 Gel Baiting							
Cockroach Bait							
3 Rodent Control							
Mechanical Traps							
Glue Board Station							

B. TERMITE CONTROL & EXTERMINATION PROGRAM

CHEMICALS/PRODUCTS	QUANTITIES PER TREATMENT	QUANTITIES OF CHEMICAL / PRODUCTS PER ACTUAL TREATMENT	CHEMICALS/PRODUCTS APPEARANCE (pls. check the appropriate the boxes)				REMARKS
			SEALED	DAMAGED	EXPIRED	NOT EXPIRED	
1 Termite Control							
Soil Treatment	10 liters						
Bait Station	10 pcs						
Spraying	1 liter per quarter						

Performed by:

Witnessed/Attested by:

(Print Name, designation &amp; signature of the service provider's technician)

(Print Name, designation &amp; signature of Client/Bank's Representative)

Approved by:

Confirmed by:

(Print Name, designation &amp; signature of the service provider's technician)

(Print Name, designation &amp; signature of the Head, FMD)

Revised

ELS



(Name and Address of the Service Provider)

## AFTER TREATMENT SERVICE/INSPECTION REPORT

Clients Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Areas/Floors Covered: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_  
 Time: \_\_\_\_\_

A. COMPREHENSIVE GENERAL PEST CONTROL SERVICES

FINDINGS	Last/Previous Date of Inspection	Location/s	REMARKS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

B. TERMITE CONTROL & EXTERMINATION PROGRAM

FINDINGS	Last/Previous Date of Inspection	Location/s	REMARKS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## C. COMMENTS/SUGGESTIONS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## D. RECOMMENDATIONS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Performed by:

\_\_\_\_\_  
 (Print Name, designation & signature of  
 the service provider's technician)

Witnessed/Attested by:

\_\_\_\_\_  
 (Print Name, designation & signature of Client/Bank's Representative)

Approved by:

\_\_\_\_\_  
 (Print Name, designation & signature of  
 the service provider's technician)

Confirmed by:

\_\_\_\_\_  
 (Print Name, designation & signature of the Head, FMD)



**LANDBANK OF THE PHILIPPINES  
FACILITIES MANAGEMENT DEPARTMENT  
FACILITIES SERVICES UNIT**

**PERFORMANCE ASSESSMENT**

Project Name	Comprehensive General Pest Control Services and Termite Control & Extermination Program				
Service Provider					
Scope of Services					
Assessment Period					
Date of Assessment					
<b>Criteria</b>	<b>1 - Very Poor</b>	<b>2 - Poor</b>	<b>3 - Good</b>	<b>4 - Excellent</b>	<b>Rating</b>
Timeliness	Consistently late	Frequently late	Mostly on time	Always on time	
Effectiveness	Ineffective, with no noticeable reduction in pests.	Somewhat effective, with minor reduction in pests.	Effective, with significant reduction in pests.	Highly effective, with complete elimination of pests.	
Customer Satisfaction	Highly dissatisfied with the service.	Generally dissatisfied with the service.	Mostly satisfied with the service.	Highly satisfied with the service.	
After-Service Care	Very poor, with no support provided.	Poor, with minimal support provided.	Good, with adequate support provided.	Excellent, with comprehensive support provided.	
<b>Over-all Rating</b>					

Comment/Suggestion

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Evaluated by:

Confirmed by:

Name of Evaluator

Name of the Service Provider's Representative



## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into this \_\_\_\_\_ at \_\_\_\_\_, by and between:

\_\_\_\_\_, a \_\_\_\_\_, with principal address at \_\_\_\_\_, represented by its \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_"

- and -

**LAND BANK OF THE PHILIPPINES**, a government financial institution created and existing under and by virtue of the provisions of R.A. 3844, as amended, with principal office at Landbank Plaza at 1598, M.H. Del Pilar cor. Quintos Streets, Malate, Manila, represented by its \_\_\_\_\_, hereinafter referred to as "LANDBANK".

The parties' representatives are duly authorized for this purpose as evidenced by \_\_\_\_\_, attached hereto as Annex A, series.

WITNESSETH: THAT

**WHEREAS**, the Parties desire to execute this Agreement for (specific services) or to supplement the contract executed by and between \_\_\_\_\_, on \_\_\_\_\_, for \_\_\_\_\_, attached hereto as Annex B. This Agreement is executed for the purposes set forth in Item 3 below.

**WHEREAS**, in the process, certain confidential information may be exchanged and disclosed between LANDBANK and \_\_\_\_\_.

NOW, THEREFORE, the parties hereto agree, as follows:

# 1. DEFINITION OF CONFIDENTIAL INFORMATION

All communications or data, in any form, whether tangible or intangible, which are disclosed or furnished by any director, officer, employee, agent, or consultant of any party hereto, including their affiliates and subsidiaries, (hereinafter referred to as "Disclosing Party") to the other party, including their affiliates and subsidiaries, (hereinafter referred to as "Receiving Party") and which are to be protected hereunder against unrestricted disclosure or competitive use by the Receiving Party shall be deemed to be "Confidential Information."

As used herein, the term "Confidential Information" shall mean all non-public, confidential or proprietary information disclosed hereunder, in any tangible or intangible form, such as but not limited to written, oral, visual, audio, those produced by electronic



media, or through any other means, that is designated as confidential or that by its nature or circumstances surrounding its disclosure, should be reasonably considered as confidential.

Confidential information shall include, but not limited to products or planned products, processes and/or procedures, technological achievements and interests, customers and potential customers, business prospects, financial statements and information, financial situation and corporate plans, internal activities, future plans of both parties, and all technical, financial or business information, data, ideas, product strategies, business strategies, details of the employees of the Disclosing Party, software, intellectual property rights or processes proprietary to the Disclosing Party, or any other matter in which the Disclosing Party may have any interest whatsoever.

Each Disclosing Party hereby represents and warrants to the Receiving Party that it has lawful rights to provide the confidential information, either in writing, by delivery of items, by initiation of access to information, such as may be in a database, or by audio, oral or visual presentation.

Confidential information should be marked with a restrictive legend by the Disclosing Party. All information which is orally or visually disclosed will be identified as confidential at the time the disclosure is made and is subsequently described in a written document that is marked with a restrictive legend and delivered to the receiving party within thirty (30) days after the date of oral or visual disclosure. Documents will be considered confidential if they are marked with a restrictive legend or they are clearly recognizable as confidential information to a prudent person with no special knowledge of the Disclosing Party's industry.

## **2. EXCEPTIONS TO THE SCOPE OF CONFIDENTIAL INFORMATION**

Confidential information does not include information which:

- 2.1 has been or becomes now or in the future published in the public domain without breach of this Agreement or breach of a similar agreement by a third party; or
- 2.2 prior to disclosure hereunder, is properly within the legitimate possession of the Receiving Party, which fact can be proven or verified by independent evidence; or
- 2.3 subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction on the third party's or the Receiving Party's right to disseminate the information and without notice of any restriction against its further disclosure; or
- 2.4 is independently developed by the Receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such information which can be verified by independent evidence; or
- 2.5 is disclosed with the written approval of the other party or after the applicable period of confidentiality.



### 3. SCOPE OF USE

Both parties agree that all or any portion of the confidential information exchanged during discussions, meetings and during the business relationship entered into shall not be used except in the manner set forth in this Agreement.

In accordance with R.A. 10173 (Data Privacy Act), Parties shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity and security of all personal data that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents, representatives, or any person acting under its authority shall hold personal information under strict confidentiality at all times.

The specific purposes for which the confidential information are to be utilized and the manner in which it may be used are as follows: \_\_\_\_\_ which is pursuant to the main agreement to which this Agreement is ancillary to.

(Indicate also if a separate DSA is executed or will be executed in connection with this NDA).

### 4. OBLIGATIONS OF THE RECEIVING PARTY

With respect to the confidential information provided under this Agreement, the Receiving Party, its principals, directors, officers, representatives, employees, existing and prospective clients, associates, agents, affiliates, consultants and entities under the same management as its own, working with the Receiving Party on this matter, shall:

- 4.1 hold the confidential information (regardless of whether it is specifically marked confidential or not) with confidentiality, protect it adequately and retain it in a secure place with access limited only to the Receiving Party's employees or agents who need to know such information for purposes of this Agreement;
- 4.2 restrict disclosure of the confidential information solely to those persons with a need to know and not disclose it to any other person;
- 4.3 advise those persons of, and ensure of their compliance with, their obligation with respect to the confidential information;
- 4.4 not use the confidential information for its own benefit, commercial or otherwise, or that of any other person, directly or indirectly, in any manner whatsoever; and
- 4.5 use the confidential information only strictly for the purposes set forth herein and no other purpose, except as may otherwise be specifically agreed upon in writing.



## **5. PROPERTY OF THE DISCLOSING PARTY**

All confidential information, unless otherwise specified in writing, shall remain the sole and exclusive property of the Disclosing Party and shall be used by the Receiving Party only for the purpose intended, except as may be required by applicable laws or legal process.

If the Receiving Party required to disclose any confidential information in order to comply with any applicable law, or legally binding order of any court, government, administrative or judicial body, it will promptly inform the disclosing Party of the full details of the circumstances of the purpose use or disclose and of the relevant confidential information to be used or disclosed and will give the Disclosing Party reasonable opportunity to seek a protective order or take other appropriate action. The Receiving Party shall also cooperate in the Disclosing Party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the information. If in the absence of a protective order and the Receiving Party is compelled as a matter of law to disclose the information, based upon the written opinion of the Receiving Party's counsel addressed to the Disclosing Party, the Receiving Party may disclose to the party compelling the disclosure only the part of the confidential information as required by law to be disclosed. The Receiving Party shall advise and consult with the Disclosing Party and its counsel as to such disclosure and the Receiving Party shall use its best efforts to obtain confidential treatment thereof.

## **5. Safeguards for Confidentiality**

Each Party shall establish reasonable and appropriate safeguards and security measures to ensure the confidentiality, integrity and security of any Confidential Information shared or disclosed by the other Party pursuant to this Agreement. It shall be responsible in preventing the unauthorized access and use of such Confidential Information in its custody. It is likewise prohibited from further sharing or disclosing such Confidential Information to any unauthorized party, including its affiliates, without the prior written consent of the other Party, as appropriate.

Each Party shall implement and maintain a security program which shall include security measures intended to protect the Confidential Information against accidental or unlawful destruction, alteration, disclosure or unauthorized or unlawful processing.

Each Party shall regularly monitor its compliance with these security measures. In the event that there is a breach in its data security, it shall notify the Data Protection Officer or any other appropriate officer of the other Party in writing, immediately after discovery of such data breach or upon reasonable belief that a data breach has occurred.

Both Parties shall likewise use encryption method.

The foregoing obligations and undertakings of each Party shall continue and shall survive the termination of this Agreement for as long as such Party processes, uses or stores Confidential Information shared and disclosed by the other Party.



## **6. Reporting of Data Breach**

Each Party shall regularly monitor its compliance with the security measures provided in this Agreement. In the event that there is a breach in its data security affecting Confidential Information, it shall notify the Data Protection Officer or any other appropriate officer of the other Party in writing, immediately after discovery of such data breach or upon reasonable belief that such data breach has occurred. The following must be included in such written notice if known at the time of notice: (1) General circumstances, nature of the data breach, and Confidential Information possibly involved; (2) Steps taken to reduce the harm or negative consequences of the data breach; (3) The representatives of the affected Party for the purpose of addressing the data breach and their contact details.

The notice contemplated above shall be delivered by the affected Party to the other Party immediately and in no event later than twenty (24) hours after the occurrence of such data breach and shall not be delayed for investigation purposes. Each Party shall cooperate fully with the other in investigating and responding to each successful data breach affecting Confidential Information.

Either Party may terminate this Agreement if the other Party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and said Party fails to immediately remedy the same within 30 days from receipt of a written notice from the other Party reasonably detailing the breach.

## **7. RETURN OF CONFIDENTIAL INFORMATION**

All confidential information, including but not limited to copies, summaries, excerpts, extracts or other reproduction thereof, shall be returned to the Disclosing Party or destroyed after the Receiving Party's need for it has expired or upon request of the Disclosing Party, and certify that the same have been destroyed.

Further, in any event at any time a Receiving Party ceases to have an active interest in the Project, the Receiving Party shall immediately return to the Disclosing Party all copies of confidential information in its possession without retaining any copies or excerpts thereof. That portion of confidential information shall be destroyed immediately upon the Disclosing Party's request and any verbal confidential information shall continue to be subject to the terms and conditions of this Agreement.

## **8. REPRESENTATION OR WARRANTY**

The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the confidential information and the Disclosing Party and its employees and agents shall have no liability to the Receiving Party for any loss or damage resulting from any use of or reliance on any of the confidential information, except as otherwise provided in a formal written agreement executed between the parties.

However, this disclaimer shall, in and of itself, not apply to or limit any specific warranties that the Disclosing Party may expressly give in other agreements between the Disclosing Party and the Receiving Party. The Receiving Party agrees that it will form its own



conclusions as to the reliability of any confidential information and as to any conclusion to be drawn therefrom, and will not charge the Disclosing Party with liability for any damage resulting from mistakes, inaccuracies or misinformation contained therein. The Receiving Party understands and acknowledges that the Disclosing Party does not undertake any obligation to provide any party with access to any specific or additional information.

## 9. MISCELLANEOUS

No waiver or modification of this Agreement or any of its terms shall be valid or enforceable unless it has been reduced to writing and signed by both parties.

If any provision of this Agreement is illegal, inconsistent or unenforceable, its invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision.

Each party expressly understands that the confidential information is of commercially valuable and highly sensitive nature. In the event that the Disclosing Party discovers that the Receiving Party has made or makes or intends to make or causes to be made any unauthorized disclosure of the confidential information, the Disclosing Party shall be entitled to take out an injunction against the Receiving Party or any third party involved in such unauthorized disclosure, to restrain it from making any such disclosure. In addition to or in the alternative, as the case may be, the Disclosing Party shall be entitled to exercise any and all other legal and equitable remedies as are available in respect of the breach of this Agreement and to further protect the confidential information. Any dispute or claim arising from this Agreement shall be settled amicably between the parties whenever practicable. Should the parties be unable to do so, the parties hereby agree to settle such dispute/s in the proper courts of \_\_\_\_\_, to the exclusion of all other courts.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ in the City of Manila, Philippines.

\_\_\_\_\_.

**Land Bank of the Philippines**

.....  
President and CEO

\_\_\_\_\_  
Position/Designation

SIGNED IN THE PRESENCE OF:



.....(Name) .....

.....Position / Designation.....

Position/Designation

### ACKNOWLEDGEMENT

Republic of the Philippines )  
\_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in the \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, personally appeared the following:

NAME	GOVERNMENT ID	DATE	PLACE ISSUED
1. (LBP Representative)			
2. (Name of Recipient)			

known to me to be the parties who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument refers to the Non-Disclosure Agreement consisting of \_\_\_\_ (\_\_) pages, including the page wherein this Acknowledgment is written, and signed by the parties and their instrumental witnesses on each and every page thereof.

**IN WITNESS THEREOF**, I have hereunto affixed my seal and signature on the date and place aforementioned.

Doc No. \_\_\_\_\_;

Page No. \_\_\_\_\_;

Book No. \_\_\_\_\_;

Series of 20\_\_