

## NOTICE OF AWARD

**25 March 2025**

**MR. JOHN V. DYCOCO**  
**Chief Executive Officer**  
 Banco Santiago De Libon, Inc.  
 Zone III, Libon, Albay

Dear Mr. Dycoco:

We are pleased to inform you that the bid of **BANCO SANTIAGO DE LIBON, INC.**, for the **Procurement of Financial Service Provider to Service the Distribution of Cash Assistance to DSWD's Beneficiaries of AICS Program and AKAP in Region V**, with Project Identification No. ITB-LBP-RBACV-0225-006 was approved by the authorized signing/approving authorities, thus, this **NOTICE OF AWARD**:

LOT	ITEM DESCRIPTION	TOTAL CONTRACT PRICE (inclusive of all applicable taxes)
1	Procurement of Financial Service Provider to Service the Distribution of Cash Assistance to DSWD's Beneficiaries of AICS Program and AKAP in <b>ALBAY</b>	<b>₱ 14,396,660.38</b>
2	Procurement of Financial Service Provider to Service the Distribution of Cash Assistance to DSWD's Beneficiaries of AICS Program and AKAP in <b>CAMARINES SUR</b>	<b>₱ 12,853,055.96</b>
3	Procurement of Financial Service Provider to Service the Distribution of Cash Assistance to DSWD's Beneficiaries of AICS Program and AKAP in <b>MASBATE</b>	<b>₱ 5,126,596.40</b>
4	Procurement of Financial Service Provider to Service the Distribution of Cash Assistance to DSWD's Beneficiaries of AICS Program and AKAP in <b>CAMARINES NORTE</b>	<b>₱ 5,501,656.26</b>
5	Procurement of Financial Service Provider to Service the Distribution of Cash Assistance to DSWD's Beneficiaries of AICS Program and AKAP in <b>CATANDUANES</b>	<b>₱ 2,849,400.00</b>
6	Procurement of Financial Service Provider to Service the Distribution of Cash Assistance to DSWD's Beneficiaries of AICS Program and AKAP in <b>SORSOGON</b>	<b>₱ 6,107,791.00</b>

In this regard, you are hereby required within ten (10) calendar days from receipt of this Notice, to formally enter into contract with LANDBANK and provide the Regional Bids and Awards Committee V the Performance Security in any of the following forms, equivalent to:

Acceptable Form of Performance Security	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)
1. Cash of cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
2. Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank. Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
3. Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)


*The Performance Security shall remain valid until the issuance by the Procuring Entity of the Certificate of Final Acceptance. In case of multi-year procurement contracts, the supplier shall provide a Performance Security covering until issuance of the Certificate.*

Failure to enter into contract and provide the Performance Security shall constitute sufficient ground for the cancellation of the award, forfeiture of the Bid Security and imposition of appropriate sanctions. Please be reminded to return the signed Notice of Award to Regional Bids and Awards Committee V the soonest.

Very truly yours,

  
**ALVIN D. AUSTRIA**  
 Acting Head  
 Field Support Services Center V

**CONFORME:**

Signature :   
 Name of Representative : John V. Dyoco  
 Position : CEO  
 Date : 4/2/2025



**Regional Bids and Awards Committee V****NOTICE TO PROCEED**

**MR. JOHN V. DYCOCO**  
**Chief Executive Officer**  
Banco Santiago De Libon, Inc.  
Zone III, Libon, Albay

Dear Mr. Dycoco:

The attached Contract and Purchase Order No. RV-PO-0325-013 dated 25 March 2025 having been approved; notice to proceed is hereby given to **BANCO SANTIAGO DE LIBON, INC.** on the Procurement of Financial Service Provider to Service the Distribution of Cash Assistance to DSWD's Beneficiaries of AICS Program and AKAP in Region V in the amount of:

PROVINCE	TOTAL CONTRACT PRICE (inclusive of all applicable taxes)
ALBAY	₱ 14,396,660.38
CAMARINES SUR	₱ 12,853,055.96
MASBATE	₱ 5,126,596.40
CAMARINES NORTE	₱ 5,501,656.26
CATANDUANES	₱ 2,849,400.00
SORSOGON	₱ 6,107,791.00

Upon receipt of this notice, you are responsible for the completion of the project under the Terms and Conditions provided in the Contract and Purchase Order. The project shall be completed within one year, to commence upon receipt of this Notice.

Please acknowledge receipt of this notice by signing on the space provided below.

Very truly yours,

  
**ALVIN D. AUSTRIA**

Acting Head  
Field Support Services Center V


I acknowledge receipt of this Notice on

April 10, 2025

Name of Representative


John V. Dycoco

Authorized Signature



Position

CEO

CLASS D					
 <div style="display: inline-block; vertical-align: middle;"> <b>LAND BANK OF THE PHILIPPINE</b>  <b>PURCHASE ORDER</b> </div>	PRF No. : 2025-02-012		Date : February 11, 2025		
	ITB No. LBP-RBACV-0225-006		Date : February 18, 2025		
	PO No. : RV-PO-0325-015		Date : March 25, 2025		
	Requisitioning Dept/Office : <b>BICOL BRANCHES GROUP</b>				
<b>TO : BANCO SANTIAGO DE LIBON, INC.</b> Address : Zone III, Libon, Albay Email Add: bsdlcash2@gmail.com			<b>DELIVERY PERIOD:</b> Items specified below shall be delivered within (1) one year after receipt of NTP or as indicated in the TOR.		
Item No.	Qty.	Unit	Items and Specifications	Unit Price	Total
Procurement of Financial Service Provider to Service the Distribution of Cash Assistance to DSWD's Beneficiaries of AICS Program and AKAP in Region V					
Lot 1	8,000	pax	AICS- GIDA	114.98	919,840.00
	110,000	pax	AICS- Non GIDA	54.98	6,047,800.00
	7,231	pax	AKAP- GIDA	114.98	831,420.38
	120,000	pax	AKAP- Non GIDA	54.98	6,597,600.00
	<b>TOTAL ALBAY</b>				<b>14,396,660.38</b>
Lot 2	46,000	pax	AICS- GIDA	114.98	5,289,080.00
	21,000	pax	AICS- Non GIDA	54.98	1,154,580.00
	45,702	pax	AKAP- GIDA	114.98	5,254,815.96
	21,000	pax	AKAP- Non GIDA	54.98	1,154,580.00
	<b>TOTAL CAMARINES SUR</b>				<b>12,853,055.96</b>
Lot 3	18,230	pax	AICS- GIDA	114.98	2,096,085.40
	10,000	pax	AICS- Non GIDA	54.98	549,800.00
	16,650	pax	AKAP- GIDA	114.98	1,914,417.00
	10,300	pax	AKAP- Non GIDA	54.98	566,294.00
	<b>TOTAL MASBATE</b>				<b>5,126,596.40</b>
Lot 4	17,523	pax	AICS- GIDA	114.98	2,014,794.54
	14,000	pax	AICS- Non GIDA	54.98	769,720.00
	16,500	pax	AKAP- GIDA	114.98	1,897,170.00
	14,914	pax	AKAP- Non GIDA	54.98	819,971.72
	<b>TOTAL CAMARINES NORTE</b>				<b>5,501,656.26</b>
Lot 5	10,000	pax	AICS- GIDA	114.98	1,149,800.00
	5,000	pax	AICS- Non GIDA	54.98	274,900.00
	10,000	pax	AKAP- GIDA	114.98	1,149,800.00
	5,000	pax	AKAP- Non GIDA	54.98	274,900.00
	<b>TOTAL CATANDUANES</b>				<b>2,849,400.00</b>
Lot 6	16,950	pax	AICS- GIDA	114.98	1,948,911.00
	19,000	pax	AICS- Non GIDA	54.98	1,044,620.00
	18,000	pax	AKAP- GIDA	114.98	2,069,640.00
	19,000	pax	AKAP- Non GIDA	54.98	1,044,620.00
	<b>TOTAL SORSOGON</b>				<b>6,107,791.00</b>
<b>NOTES:</b> 1. See Terms and Conditions at the back hereof. 2. Terms of Reference per Attached Annexes A-1 to A-25 3. Actual number of beneficiaries may be increased or decreased depending on the mapping list and payroll files provided by DSWD to LANDBANK 3. Contract Period: One year upon receipt of Notice to Proceed					



## TERMS AND CONDITIONS

1. Liquidated Damage for Procurement of Goods, Supplies, Materials and Services, when the supplier fails to satisfactorily deliver goods / services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of delayed goods / services scheduled for delivery for every day of delay until such goods / services are finally delivered and accepted by LANDBANK.

LANDBANK need not to 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 the supplier, or collected from any securities or warranties posted by the supplier, whichever is convenient to LANDBANK. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event LANDBANK shall automatically rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid, *in accordance with the Revised IRR of RA 9184.*

2. Payment of this Purchase Order is subject to the LANDBANK's and COA's accounting/auditing rules and regulations and pertinent revenue laws and regulations.
3. For the Procurement of goods, in order to assume that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardees for a minimum period of three (3) months, In case of Expandable Supplies, or a minimum period of one (1) year, in case of Non-Expandable Supplies, after acceptance by LANDBANK of the delivered supplies.

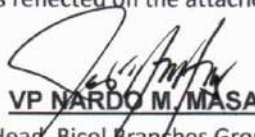
The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (**3%**) of every progress payment, or a special bank guarantee equivalent to at least one percent (**3%**) of the total contract price. The said amounts shall only be released after the lapse of the warranty period or, in case of Expandable Supplies, after consumption thereof: Provided, however that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

4. In view of the implementation of the LANDBANK's Environmental Management System, please ensure that your delivery / service vehicles are not smoke belchers. Otherwise we shall not allow entry of your vehicle in our premises. We thank you for your cooperation.

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|--|--|--|---|
|  |  |  | <p>4. Supplier must coordinate with Department of Social Welfare and Development Field Office V at cellphone no. 0917-322-1209 prior to Mobilization of the project.</p> <p>5. The Service Provider shall submit to DSWD the billing of service fees for the distributed cash assistance within three (3) banking days after reconciliation</p> <p>6. LANDBANK Servicing Branch shall pay the Service Provider for the service fees within one (1) day after receipt of Letter of Instruction (LOI) and reconciled liquidation report from DSWD</p> <p>7. LANDBANK Servicing Branch shall credit the service fee to the Service Provider's deposit account within the day if LOI is received before 3:00 p.m.; otherwise, crediting shall be done the next banking day.</p> |
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For the Approving Authorities:

The subject requisition is submitted herewith for the consideration/approval with the information that the unit price(s) of the above supplier is/are based on repeat orders/actual canvass/sealed bids/public bidding, the outcome of which is reflected on the attached copy of the previous Purchase Order/Canvass Sheet/Abstract of Quotation and Bid Analysis.

  
**VP NARDO M. MASA**

Head, Bicol Branches Group

Approved per RBAC Resolution No. LBP-RBACV-0325-028

  
**ALVIN D. AUSTRIA**

Head, Field Support Services Center V

We hereby bind ourselves with the terms and conditions printed on the reverse side hereof which we have read and understood clearly.

  
**MR. JOHN V. DYCOCO**

Signature over printed name of supplier or contractor and date

COPY 1 SUPPORTING DOCUMENT FOR PAYMENT




## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:


This Agreement made on the 7TH day of **April 2025** between **LANDBANK OF THE PHILIPPINES** (hereinafter called "LANDBANK") of the one part and **BANCO SANTIAGO DE LIBON, INC.** of **San Francisco St., Zone 3, Libon, Albay** (hereinafter called "**BANCO SANTIAGO DE LIBON, INC.**") of the other part:

Whereas the Entity invited through Bids for certain services, viz., Services of **BANCO SANTIAGO DE LIBON, INC.** in the distribution of cash assistance to beneficiaries of DSWD's AICS Program and AKAP in Region V and has accepted a Bid by the Supplier for the supply of these services in the in the amount of: (hereinafter called "the Contract Price").




LOT	ITEM DESCRIPTION	TOTAL CONTRACT PRICE (inclusive of all applicable taxes)
1	ALBAY	₱ 14,396,660.38
2	CAMARINES SUR	₱ 12,853,055.96
3	MASBATE	₱ 5,126,596.40
4	CAMARINES NORTE	₱ 5,501,656.26
5	CATANDUANES	₱ 2,849,400.00
6	SORSOGON	₱ 6,107,791.00

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Contract referred to.
  - 2) The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
    - a. the Bid Form and the Price Schedule submitted by the Bidder;
    - b. the Schedule of Requirements;
    - c. the Technical Specifications;
    - d. the General Conditions of the Contract;
    - e. the Special Conditions of the Contract; and
    - f. the Entity's Notice of Award

### Section I. THE PROJECT


#### 1. Purpose of the Memorandum of Agreement





This Agreement is entered into to formalize the intent of DSWD Programs between LANDBANK and **BANCO SANTIAGO DE LIBON, INC.** to effectively and efficiently deliver cash assistance through adopting the use of manual or over-the-counter payout and digital payment to the beneficiaries and clients of DSWD's AICS Program and AKAP in Region V through LANDBANK, as pilot

arrangement in DSWD Field Offices II, III, IV-A (CALABARZON), V and National Capital Region (NCR).

This agreement is entered into due to the following:

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- 1.1 To implement the inclusion of other DSWD programs and projects as stated in the 9<sup>th</sup> whereas clause of the Assistance to Individuals in Crisis Situation (AICS) Program MOA between DSWD and LANDBANK executed on May 21, 2024, to incorporate Ayuda sa Kapos ang Kita Program (AKAP) and other DSWD programs and projects for the implementation of the Hybrid Digital Digital Payout of Assistance to DSWD's eligible beneficiaries and clients in selected areas of DSWD Field Offices.
  - 1.2 To implement the main MOA dated 21 May 2024, Addendum to the MOA dated 16 August 2024 and Supplemental MOA dated 07 January 2025, all its provisions shall now also cover and be applicable to all qualified AICS, AKAP and other DSWD programs and projects' beneficiaries subject to their respective guidelines.
  - 1.3 To adopt the use of manual or over-the-counter payout and digital payment of financial assistance to the beneficiaries and clients of AICS, AKAP and other programs and projects by DSWD through LANDBANK, as a pilot arrangement in select areas of all DSWD Field Offices.
  - 1.4 To formalize the intent of DSWD Programs between LANDBANK and **BANCO SANTIAGO DE LIBON, INC.** to effectively and efficiently deliver financial assistance to the beneficiaries and clients of AICS, AKAP and other programs and projects by DSWD.

## 2. Scope and Structure of Agreement

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- 2.1 This MOA will cover BSP-supervised Service Providers with existing business relationship with LANDBANK (with existing deposit account with LANDBANK) and have the capability to undertake over-the-counter (OTC) offsite payment (onsite/branch office of the conduit, difficult areas and GIDA) to DSWD's AICS Program and AKAP in Region V beneficiaries down to the barangay level.
  - 2.2 The **BANCO SANTIAGO DE LIBON, INC.**, in coordination with DSWD, may provide a covered waiting area for DSWD's AICS Program and AKAP in Region V beneficiaries during the conduct of distribution of cash assistance.
  - 2.3 The **BANCO SANTIAGO DE LIBON, INC.** shall provide payment distribution service with sufficient logistics to support the implementation of DSWD's AICS Program and AKAP in Region V in the areas and payout period set by DSWD.



- 2.4 The **BANCO SANTIAGO DE LIBON, INC.** shall open dedicated regular deposit funding accounts with LANDBANK prior to payout (please see **Annex A** for the details of Opening of Account in the Funding of Cash Assistance).

## Section II. DEPOSIT HOLD-OUT

1. Deposit Hold-out (**BANCO SANTIAGO DE LIBON, INC.** to assign and maintain hold-out account subject to lifting of hold upon submission of liquidation documents).

- 1.1. **BANCO SANTIAGO DE LIBON, INC.** shall establish/open and maintain dedicated Deposit Accounts with LANDBANK Legazpi Branch, as follows:

ACCOUNT	ACCOUNT NAME/ACCOUNT NUMBER	AMOUNT	PURPOSE
BANCO SANTIAGO DE LIBON, INC. - Hold-out Account	BANCO SANTIAGO DE LIBON, INC.  Savings Account 3611-0263-57 (Polangui Branch)	The amount to be deposited in the hold-out account may increase and shall be sufficient to cover the total amount of cash assistance per payroll funded by DSWD.	To be utilized in holding the funds of the <b>BANCO SANTIAGO DE LIBON, INC.</b> before the payout date.
BANCO SANTIAGO DE LIBON, INC. - Funding Account (non-interest-bearing current account)	BANCO SANTIAGO DE LIBON, INC.  Current Account 3612-1078-65 (Polangui Branch)	Based on the existing maintaining balance set by LANDBANK	To be utilized in crediting or transferring the payroll fund from DSWD Program Account subject to hold by the LANDBANK Legazpi Branch before the payout date.
BANCO SANTIAGO DE LIBON, INC. - Service Fee Account	BANCO SANTIAGO DE LIBON, INC.  Savings Account 3611-0263-65 (Polangui Branch)		To be utilized in crediting service fees paid by DSWD.

- 1.2. **LANDBANK Legazpi Branch** shall advise **BANCO SANTIAGO DE LIBON, INC.** of the deficiency in the Deposit Account in case the deposit balance should fall below the required minimum maintaining balance (standard bank charges apply if applicable).

- 1.3. **BANCO SANTIAGO DE LIBON, INC.** shall authorize **LANDBANK Legazpi Branch** to hold the deposit balance on the **BANCO SANTIAGO DE LIBON, INC.** Hold-out Account equivalent to the amount of payroll funded by DSWD for the distribution of cash assistance

to the beneficiaries before credit to the **BANCO SANTIAGO DE LIBON, INC.** Funding Account.

- 1.4. **BANCO SANTIAGO DE LIBON, INC.** shall conduct payout using the funds credited to **BANCO SANTIAGO DE LIBON, INC.** Funding Account.

*Note: **BANCO SANTIAGO DE LIBON, INC.** shall conduct payout based on the clean and final payroll files from LANDBANK Servicing Branch as sent by DSWD through secured network or other electronic means (e.g., email – file shall be with password).*

- 1.5 **BANCO SANTIAGO DE LIBON, INC.** shall submit the following liquidation documents to DSWD Regional/Field Office (copy furnished **LANDBANK Legazpi Branch**) not later than five (5) banking days after the payout date in order for **LANDBANK Legazpi Branch** to lift the amount in the **BANCO SANTIAGO DE LIBON, INC.** Holdout Account (subject to pro-rated lifting, equivalent to paid beneficiaries):

- Digital (digitally signed) or original Liquidation Certification – Certification of Paid and Unpaid Transactions for the payouts conducted (**Exhibit 1**);
- Soft copy of response files with data on the name of paid beneficiaries, amount paid and date paid; and
- Soft copy of list of unpaid beneficiaries.

- 1.6 **LANDBANK Legazpi Branch** shall debit **BANCO SANTIAGO DE LIBON, INC.** Funding Account and credit DSWD's Program Fund Account the amount equivalent to the total unpaid cash assistance based on the copy of the liquidation documents submitted not later than five (5) banking days after the payout date.

In case of failure to return the unpaid cash assistance using the **BANCO SANTIAGO DE LIBON, INC.** Funding Account, the **LANDBANK Legazpi Branch** shall debit **BANCO SANTIAGO DE LIBON, INC.** Hold-out Account equivalent to the amount of unpaid cash assistance.

### **Section III. DUTIES AND RESPONSIBILITIES**

#### **1. LANDBANK shall:**

- 1.1. **LANDBANK Legazpi Branch** Open **BANCO SANTIAGO DE LIBON, INC.** Funding (non-interest-bearing current account) and Service Fee (non-interest-bearing current account) Accounts and open/assign **BANCO SANTIAGO DE LIBON, INC.** Hold-out Account as authorized by the **BANCO SANTIAGO DE LIBON, INC.**



- 1.2. **LANDBANK Legazpi Branch** Receive the clean and final payroll files (list of beneficiaries/clients) provided by DSWD transmitted electronically within three (3) banking days before the target schedule of payout through secured network or other electronic means (e.g., email – file shall be with password) as may be agreed upon by DSWD and LANDBANK).
- 1.3. **LANDBANK Legazpi Branch** Provide to **BANCO SANTIAGO DE LIBON, INC.** the clean and final payroll files upon receipt from DSWD.
- 1.4. **LANDBANK Legazpi Branch** Debit from the respective DSWD's Program Fund Account the amount corresponding to the amount in the Letter of Instruction (LOI) based on DSWD's approved payroll and credit the **BANCO SANTIAGO DE LIBON's, INC.** Funding Account.
- 1.5. **LANDBANK Legazpi Branch** Hold the amount in the assigned **BANCO SANTIAGO DE LIBON, INC.** Hold-out Account equivalent to DSWD's approved payroll.
- 1.6. **LANDBANK Legazpi Branch** Lift the amount in the **BANCO SANTIAGO DE LIBON, INC.** Hold-out Account (subject to pro-rated lifting) based on the copy of the following liquidation documents submitted by the **BANCO SANTIAGO DE LIBON, INC.** to DSWD Regional/Field Office not later than five (5) banking days after the payout date:
- Digital (digitally signed) or original Liquidation Certification – Certification of Paid and Unpaid Transactions for the payouts conducted (**Exhibit 1**);
  - Soft copy of response files with data on the name of paid beneficiaries, amount paid and date paid; and
  - Soft copy of list of unpaid beneficiaries.
- 1.7. **LANDBANK Legazpi Branch** Debit **BANCO SANTIAGO DE LIBON, INC.** Funding Account and credit to DSWD's Program Fund Account the amount equivalent to the total unpaid cash grants upon receipt of the copy of the abovementioned liquidation documents not later than five (5) banking days after the payout date.
- Note: In case of failure to return the unpaid cash assistance using the **BANCO SANTIAGO DE LIBON, INC.** Funding Account, LANDBANK Servicing Branch shall debit **BANCO SANTIAGO DE LIBON, INC.** Hold-out Account equivalent to the amount of unpaid cash assistance.*
- 1.8. **LANDBANK Legazpi Branch** Pay the **BANCO SANTIAGO DE LIBON, INC.** for the service fees within one (1) day after the receipt of LOI and reconciled liquidation report from DSWD.

Note: **LANDBANK Legazpi Branch** shall credit the service fee to the **BANCO SANTIAGO DE LIBON's, INC.** deposit account within the day if LOI is received before 3:00 PM; otherwise, crediting shall be done the next banking day.

**2. BANCO SANTIAGO DE LIBON, INC. shall:**


- 2.1 Provide feedback to the DSWD Regional/Field Office on questionable/mismatched identities of beneficiaries/dients that have been determined through the Know-Your-Customer procedures.
- 2.2 **BANCO SANTIAGO DE LIBON, INC.** Establish/open and maintain dedicated Hold-out, Funding (non-interest bearing current account) and Service Fee Accounts with **LANDBANK Legazpi Branch**, with the following details:

ACCOUNT	ACCOUNT NAME/ACCOUNT NUMBER	AMOUNT	PURPOSE
<b>BANCO SANTIAGO DE LIBON, INC. -</b> Hold-out Account	<b>BANCO SANTIAGO DE LIBON, INC.</b>  Savings Account 3611-0263-57 (Polangui Branch)	The amount to be deposited in the hold-out account may increase and shall be sufficient to cover the total amount of cash assistance per payroll funded by DSWD.	To be utilized in holding the funds of the <b>BANCO SANTIAGO DE LIBON, INC</b> before the payout date.
<b>BANCO SANTIAGO DE LIBON, INC.-</b> Funding Account (non-interest bearing current account)	<b>BANCO SANTIAGO DE LIBON, INC.</b>  Current Account 3612-1078-65 (Polangui Branch)	Based on the existing maintaining balance set by LANDBANK	To be utilized in crediting/transferring the payroll fund from DSWD Program Fund Account subject to hold by the LANDBANK Legazpi Branch before the payout date.
<b>BANCO SANTIAGO DE LIBON, INC.-</b> Service Fee Account	<b>BANCO SANTIAGO DE LIBON, INC.</b>  Savings Account 3611-0263-65 (Polangui Branch)		To be utilized in crediting service fees paid by DSWD.

- 2.3 Submit a plan on securing the money before, during and after the payout against theft, or robbery, loss and other fortuitous events.
- 2.4 Conform with DSWD on the agreed payout schedule (date, time and venue).




- 2.5 Strictly follow the distribution of cash assistance based on the agreed date, time and venue.
- 2.6 Ensure that security measures are in place in order to safeguard the withdrawal and transport of cash assistance.
- 2.7 Validate and confirm receipt of the clean and final payroll files from **LANDBANK Legazpi Branch** as sent by DSWD through secured network or other electronic means (e.g., email – file shall be with password).
- 2.8 Provide payment distribution service with sufficient logistics to support the implementation of DSWD Programs in the areas and payout period set by DSWD.
- 2.9 Provide a special lane and a covered waiting area for DSWD's AICS Program and AKAP in Region V beneficiaries during the conduct of distribution of cash assistance.
- 2.10 Conduct payout using the funds credited to the **BANCO SANTIAGO DE LIBON's, INC.** Funding Account based on payroll funding schedule set by DSWD.




*Note: **BANCO SANTIAGO DE LIBON, INC.** shall conduct payout based on the clean and final payroll files from LANDBANK Servicing Branch as sent by DSWD through secured network or other electronic means (e.g., email – file shall be with password).*

- 2.11 Ensure the DSWD's AICS Program and AKAP in Region V payouts conducted for the day are reconciled based on the following:
- Actual cash assistance distributed to beneficiaries and the remaining cash on hand, if any; and
  - Payroll files.
- 2.12 Submit the following liquidation documents to DSWD Regional/Field Office (copy furnished LANDBANK Legazpi Branch) not later than five (5) banking days after the payout date in order for LANDBANK Legazpi Branch to lift the amount in the **BANCO SANTIAGO DE LIBON, INC.** Holdout Account (subject to pro-rated lifting, equivalent to paid beneficiaries):



*Note: **BANCO SANTIAGO DE LIBON, INC.** shall sign the DSWD-reconciled Liquidation Report upon receipt from DSWD Regional/Field Office and return the same to DSWD Regional/Office after signing.*


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- Digital (digitally signed) or original Liquidation Certification – Certification of Paid and Unpaid Transactions for the payouts conducted (**Exhibit 1**);

- Soft copy of response files with data on the name of paid beneficiaries, amount paid and date paid; and
- Soft copy of list of unpaid beneficiaries.

2.13 In the event of request for extension by DSWD Regional/Field Office to **BANCO SANTIAGO DE LIBON, INC.** to conduct distribution of cash assistance to beneficiaries beyond the scheduled payout day (copy furnished **LANDBANK Legazpi Branch**), the **BANCO SANTIAGO DE LIBON, INC.** shall comply with the new scheduled payout date and the following:

- Submit to the authorized staff of the DSWD Regional/Field Office the requirements in item 2.12 for reconciliation, which will then be the basis for the payment of service fees.
- Submit to DSWD Regional/Field Office (copy furnished **LANDBANK Legazpi Branch**) the billing of service fees for the distributed cash assistance.


For any payout schedule, DSWD to provide Notice of Rescheduled Payout in the identified email of the **BANCO SANTIAGO DE LIBON, INC.**, (copy furnished **LANDBANK Legazpi Branch**)



2.14 **BANCO SANTIAGO DE LIBON, INC.** shall submit to DSWD the billing of service fees for the distributed cash assistance within three (3) banking days after the reconciliation.

2.15 Conduct periodic monitoring for the enhancement of program activities as the case may be.

2.16 Allow the DSWD and its authorized representative (s) to view, generate, download and print any data/reports necessary to attain its reconciliation and COA's post objectives pursuant to COA Circular No. 2020-010 dated December 2, 2020 such as history of payment records.



2.17 Maintain e-payroll liquidation files, records of disbursement and liquidation certification for a minimum period of ten (10) years for back-up.



2.18 Assist in the conduct of Registration Caravan of PISO Plus as the need arises.



#### Section IV. FEES AND CHARGES

**BANCO SANTIAGO DE LIBON, INC.** shall receive the following corresponding service fee for the following areas (less all applicable taxes) per successfully paid DSWD's AICS Program and AKAP in Region V beneficiaries based on the liquidation documents submitted to DSWD Regional/Field Office:

Area	Type of Beneficiary (GIDA or non-GIDA)	No. of Beneficiaries (AICS)	No. of Beneficiaries (AKAP)	Service Fee per Beneficiary (P)
ALBAY	GIDA	8,000	7,231	114.98
ALBAY	Non-GIDA	110,000	120,000	54.98
CAMARINES SUR	GIDA	46,000	45,702	114.98
CAMARINES SUR	Non-GIDA	21,000	21,000	54.98
MASBATE	GIDA	18,230	16,650	114.98
MASBATE	Non-GIDA	10,000	10,300	54.98
CAMARINES NORTE	GIDA	17,523	16,500	114.98
CAMARINES NORTE	Non-GIDA	14,000	14,914	54.98
CATANDUANES	GIDA	10,000	10,000	114.98
CATANDUANES	Non-GIDA	5,000	5,000	54.98
SORSOGON	GIDA	16,950	18,000	114.98
SORSOGON	Non-GIDA	19,000	19,000	54.98
<b>TOTAL</b>		<b>295,703</b>	<b>304,297</b>	

Note:

No Service Fee shall be credited to the **BANCO SANTIAGO DE LIBON, INC.** unless liquidation documents are fully submitted by **BANCO SANTIAGO DE LIBON, INC.**

The Bank, with the LOI of DSWD, shall only pay the service fees for the actual number of beneficiaries served for DSWD's AICS Program and AKAP in Region V cash assistance payment. The actual number of beneficiaries may be increased or decreased depending on the mapping list and payroll files provided by DSWD to LANDBANK.

#### Section V. LIABILITIES AND WARRANTIES

1. The parties undertake on best efforts basis to comply with their respective obligations as described in this Agreement so as to deliver the best quality of services for the DSWD's AICS Program and AKAP in Region V.
2. Failure of **BANCO SANTIAGO DE LIBON, INC.** to perform the service as required therein, to the DSWD and LANDBANK's satisfaction, or any violation of the terms and conditions of the Contract, shall entitle LANDBANK the right to terminate the Contract and forfeit the performance bond in its favor.
3. Each of the party shall be solely liable for the proper execution of their respective duties and responsibilities enumerated in Section III, hereof.
4. The parties ensure and bear the sole responsibility, that no provision under this Agreement contravene the rights of any third party with whom any of the


parties may have contractual obligation/s and any applicable Philippine law or regulation.

#### Section VI. CONFIDENTIALITY


1. LANDBANK and **BANCO SANTIAGO DE LIBON, INC.** agree to be bound by the obligations of confidentiality set forth in this Agreement. Moreover, LANDBANK acknowledges the propriety character of **BANCO SANTIAGO DE LIBON, INC.** and therefore, agrees not to use any specifications developed for the **BANCO SANTIAGO DE LIBON, INC.** facility in any bid or other specification document for the same or similar service with any other Service Provider.
2. During the term of this Agreement, and all times thereafter, LANDBANK and **BANCO SANTIAGO DE LIBON, INC.** undertake not to divulge to any third party, except to DSWD, any information regarding any operations, practices, specifications, account balances and transactions, personal data of clients, and activities of each contracting party.
3. Each Party agrees to hold in strict confidence any Confidential Information disclosed to or obtained by it and shall use such Confidential Information only in connection with the purposes of this Agreement.
  - a. For purposes of this provision, Confidential Information means any and all information disclosed by a Party (Disclosing Party) to, or obtained by, the other Party (Receiving Party) in any manner, that, as a result of, or in connection with this Agreement, by its nature, is considered proprietary and confidential, regardless of whether such information is specifically labeled or described as such including, but not limited to, proprietary information, personal data, financial data, business plans or proposals, agreements of the Disclosing Party with third parties, and any representation by any officer, employee or representative of the Disclosing Party. Provided, however, that Confidential Information shall not include the following:
    - i. Information that is generally available to the public other than as a result of disclosure in violation of this Agreement
    - ii. Information available to the Receiving Party on non-confidential basis without an express restriction on disclosure;
    - iii. Information which is required to be disclosed by any court, tribunal or regulatory authority or by any requirement of law, legal process or regulation; or
    - iv. Information that the Disclosing Party expressly agrees in writing may be disclosed by the Receiving Party to third parties.
  - b. The Receiving Party agrees that Confidential Information shall not be disclosed to third parties without the prior written consent of the Disclosing Party, and that each Party shall exercise the same degree of care as it applies to protect its




own confidential information of similar nature that it does not desire to publish, disclose, or disseminate. This obligation of confidentiality shall continue in full force and effect notwithstanding the termination of this Agreement.

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4. Each Party shall, in accordance with the Data Privacy Act, 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.
  5. Both parties shall defend, indemnify, and hold its officers, representatives and employees, free and harmless from and against all claims, damages, liabilities and costs of every kind and character resulting from or relating to the inaccuracy, nonfulfillment, negligence, breach of established protocols/safeguards, or breach of any representation, warranty, covenant or obligation of the offending party.
  6. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions not affected thereby shall continue in full force and effect.
  7. The Parties shall endeavor in good faith to settle any claim, dispute or controversy through compromise or amicable settlement. However, in the event that the Parties fail to reach any settlement within a reasonable period, all claims, disputes and controversies arising from or relating to this Agreement shall be brought before the proper courts of the City of Legazpi to the exclusion of all other courts.

#### Section VII. NON-LIABILITY



LANDBANK and **BANCO SANTIAGO DE LIBON, INC.** shall not be liable for any loss or damage of whatever nature in connection with transactions involving the DSWD's AICS Program and AKAP in Region V disbursement through **BANCO SANTIAGO DE LIBON, INC.** such as but not limited to any of the following instances:

- 
1. Disruption, failure or delay relating to or in connection with due to circumstances beyond the control of LANDBANK **BANCO SANTIAGO DE LIBON, INC.**, such as fortuitous events, but not limited to typhoons, floods, public disturbances and calamities and other similar or related cases.
  2. Inaccurate, incomplete or delayed information received due to disruption or failure of any communication facilities used for the **BANCO SANTIAGO DE LIBON's, INC.** disbursement.
  3. Indirect, incidental, or consequential loss, loss of profit or damage that the DSWD's AICS Program and AKAP in Region V beneficiaries may suffer or has

suffered by reason of failure/inability to conduct payout under the terms of this Agreement.

4. Notwithstanding the foregoing, LANDBANK shall hold **BANCO SANTIAGO DE LIBON, INC.** free and harmless from all damages resulting from or in connection with this Agreement, except if such damages are attributable to the fault or negligence of **BANCO SANTIAGO DE LIBON, INC.** or any of its officers or personnel.

### Section VIII. MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement shall be subject to existing applicable laws of the Philippines, particularly the General Appropriations Act (GAA) governing the Assistance to Individuals in Crisis Situation, Government Procurement Act (RA 9184) and the rules and regulations of the Bangko Sentral ng Pilipinas, National Telecommunications Commission (NTC) and the existing policies of LANDBANK and **BANCO SANTIAGO DE LIBON, INC.** as well as those that maybe promulgated thereafter.
2. The Parties agree to provide further assistance and execute such documents as may be necessary or reasonably desirable to accomplish the intents and purposes of this Agreement.
3. Any change or modification in the terms and conditions of this Agreement shall mutually be agreed upon by LANDBANK and **BANCO SANTIAGO DE LIBON, INC.** shall be incorporated herein by way of an addendum/addenda concurred and signed by both parties.
4. This Agreement shall be subject to a review, after each payout by the parties hereto for the purpose of determining necessary amendments or the continued effectivity thereof (e.g. Inability to schedule and conduct payout may be a ground for non-compliance of the contract.).

### Section IX. ARBITRATION CLAUSE

Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876 otherwise known as the "Arbitration Law".

1. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
2. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.



## Section X. EFFECTIVITY

This Agreement shall take effect upon immediately upon its execution, and shall remain in effect for one (1) year, unless earlier pre-terminated.

IN WITNESS whereof the parties hereto have hereunto signed this Agreement on this 7th day of April 2025 at the LEGAZPI CITY, ALBAY.

**BANCO SANTIAGO DE LIBON, INC.**  
(Supplier)

By:

  
**JOHN V. DYCOCO**  
Chief Executive Officer


**LANDBANK OF THE PHILIPPINES**  
(Entity)

By:

  
**VP NARDO M. MASA**  
Head, Bicol Branches Group

  
**DM MARIVIC R. NUÑEZ**  
Head, LANDBANK Legazpi Branch

SIGNED IN THE PRESENCE OF:

  
**MA. GRACIA R. JATITO**

  
**EMMANUEL M. AVENGOZA**  
DM/ Branch Head

## ACKNOWLEDGMENT

Republic of the Philippines}  
City of NAGA } S.S.

At the above locality on this APR 10 day of 2025 before me personally appeared:

Name

Identification Document Presented

NARDO M. MASA

LBP ID No. 9178

Known to me and to me known to be the same person who signed the foregoing instrument and acknowledged to me that the same is their free, voluntary act and deed and the free voluntary act and deed of the principal they represent.

The said instrument refers to the Memorandum of Agreement consisting of 15 pages signed by the parties and witness on all pages.

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

NOTARY PUBLIC

  
**MARIA ELENA B. NAVAL**  
NOTARY PUBLIC  
for Naga City & Cam. Sur until Dec. 31, 2025  
under Commission No. 23-104  
Roll of Attorneys No. 43369  
PTR OR No. 1660325 - 01/04/2025 - Calabanga, C.S.  
IBP OR No. 485253 - 12/19/2024  
LANDBANK-Rotunda, Concepcion Pequena, Naga City

Doc No. 35

Page No. 2

Book No. 2

Series of 2025

DOCUMENTARY STAMP TAX PAID  
21377960 04/10/2025  
GOR Serial No. Date of Payment  
Doc Stamp No.  
P 30 - 00



## ACKNOWLEDGMENT

Republic of the Philippines}  
City of LEGAZPI CITY } S.S.

At the above locality on this 07 day of APR 2025 before me personally appeared:

Name

Identification Document Presented

JOHN V. DYCOCO

DL-E02-79-014426

MARIVIC R. NUÑEZ

LAP ID NO. 6979

Known to me and to me known to be the same person who signed the foregoing instrument and acknowledged to me that the same is their free, voluntary act and deed and the free voluntary act and deed of the principal they represent.

The said instrument refers to the Memorandum of Agreement consisting of 15 pages signed by the parties and witness on all pages.

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

NOTARY PUBLIC

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Page No. 46  
Book No. 18  
Series of 2025

ATTY. JOVERT L. LACEDA  
Notary Public  
City of Legazpi and Province of Albay  
Rizal Street, Legazpi City  
Roll of Attorneys No. 62055  
IBP No. 480220; Albay Chapter  
PTR No. 6461242; 01 / 02 / 2025; Legazpi City  
Commission No. NP-2017-08  
Until December 31, 2026