# LAND BANK OF THE PHILIPPINES Financial Institutions Department

28<sup>th</sup> Floor, LANDBANK Plaza Bldg. 1598 M.H. Del Pilar corner Dr. J. Quintos Sts., Malate, Manila

#### REQUEST FOR QUOTATION

TO:

Date: May 30, 2025

We would like to request for your price quotation for **Engagement of Services of a U.S. based Process Agent for LANDBANK** under the following terms and conditions:

- Price quotation should be indicated in the prescribed form which is page 2 of this Request for Quotation (RFQ). All entries in the Price Quotation Form must be typed or written legibly.
- 2. Quotations exceeding the approved budget are disqualified.
- 3. All prices quoted shall be valid within <u>120 days</u> from the date of quotation/proposal and shall be inclusive of all taxes, freight, insurance and other charges.
- 4. All quotations shall be considered fixed prices, and therefore not subject to price adjustment, and escalation during contract implementation.
- 5. The quotation/proposal with complete documentary requirements shall be submitted electronically not later than 9:00 A.M. on 03 June 2025 at MMALMARIO@Jandbank.com. Please confirm receipt of your submission during banking days from 8:00 A.M. to 5:00 P.M. with Financial Institutions Department/Contact Nos. 8405-7342, 8522-0000 local 2733. Only quotations submitted electronically on or before the deadline shall be accepted.
- 6. The winning supplier is required to acknowledge receipt of Notice from LANDBANK Financial Institutions Department within seven (7) calendar days from receipt thereof. Otherwise, we shall cause the cancellation of the award.
- 7. Pursuant to Malacañang Executive Order No. 170 (Re: Adoption of Digital Payments for Government Disbursements and Collections) issued on 12 May 2022, directing all government agencies to utilize safe and efficient digital disbursement in the payment of goods, services and other disbursements, all payments for the resulting contract shall be through direct credit to the supplier's bank account.
- 8. Liquidated damages equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay shall be deducted from the contract price.
- 9. LANDBANK reserves the right to accept or reject any or all quotations and to impose additional terms and conditions it may deem proper.
- 10. This procurement project is subject to the provisions of the applicable procurement laws, guidelines and policies.

Thank you.

MANUEL RAY M. ALMARIO
Assistant Vice President

## To: LAND BANK OF THE PHILIPPINES

Financial Institutions Department 28th Floor, LANDBANK Plaza Bldg. 1598 M.H. Del Pilar corner Dr. J. Quintos Sts. Malate, Manila

#### **PRICE QUOTATION FORM**

We hereby offer to supply the item(s) specifically described below with our price quotation/s shown opposite the item/s. We certify that we have carefully read and accepted your Terms and Conditions stated on page 1 of the Request for Quotation.

Quantity	Item/s & Description	Approved Budget for the Contract (ABC) USD 8,250.00	
		Unit Cost	Total Cost
		(Inclusive of al	l applicable taxes)
Five (5) Years	Engagement of Services of a U.S. based Process Agent for LANDBANK	P	P

## Terms and conditions for this quotation:

- 1. Scope of work and other requirements per attached Terms of Reference.
- 2. Contract Duration: The appointment shall be valid for a period of up to five (5) years, commencing upon the process agent's confirmation and receipt of payment via wire transfer.
- 3. Contact Person:

## MR. MANUEL RAY M. ALMARIO

Assistant Vice President/Head

# FINANCIAL INSTITUTIONS DEPARTMENT (FID)

LANDBANK Plaza Building

1598 M.H. Del Pilar corner Dr. J. Quintos Streets, Malate, Manila

Telephone Numbers: (02) 8405-7342, 8522-0000 local 2733

# 4. The following documents must be submitted together with the price quotation:

- 4.1 Company Profile and/or official registration documents showing the legal existence, structure and authority of the entity as a process agent.
- 4.2 Any document showing that the process agent has a physical address within the United States. PO Boxes are not acceptable.
- 4.3 Copy of detailed quotation outlining the scope of services offered, associated fees, billing frequency and accepted payment methods.

Please credit payment to:	Registered Business Name	
Account Name	Signature over Printed Name of Authorized Representative	
Account Number:	Position Title	
	Address	
	Tel. No./Fax No.	
	E-mail Address	

# TERMS OF REFERENCE U.S.-BASED PROCESS AGENT FOR USA PATRIOT ACT CERTIFICATION

# A. Name and Description of Project

Engagement to the services of a U.S.-based process agent in the United States of America for the completion of LANDBANK's USA Patriot Act certification.

## B. Background and Legal Basis

The USA PATRIOT Act (Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism) was enacted on October 26, 2001, and became effective on December 25, 2001. It includes provisions to combat money laundering and terrorist financing. Under this Act, foreign banks that wish to maintain correspondent accounts with U.S. financial institutions must complete a certification form.

In Section F of the certification form, the foreign bank is required to appoint a U.S.-based Process Agent to accept service of legal process on behalf of the foreign bank in connection with enforcement of the USA PATRIOT Act and related regulations. This ensures that U.S. authorities have a reliable point of contact within the U.S. for legal and regulatory matters and that the foreign bank remains accountable under U.S. jurisdiction for its activities involving correspondent accounts.

# C. Objective

The objective of designating a U.S.-based process agent under the USA PATRIOT Act certification is to ensure that foreign banks with correspondent accounts in the United States have a reliable and accessible legal representative within U.S. jurisdiction who can receive legal documents and official communications on their behalf.

# D. Project/Services Requirement

	Requirement	Compliance
1.	Corporate Identity	The process agent must submit a comprehensive company profile and/or official registration documents. These should clearly demonstrate the legal existence, structure, and authority of the entity to act as a process agent.
2.	Physical Presence in the U.S.	The process agent must confirm the existence of a verifiable physical address within the United States. P.O. Boxes are not acceptable.
3.	Clear outline of service fees, billing frequency, and/or payment methods.	The process agent must provide a detailed quotation outlining the scope of services offered, associated fees, billing frequency, and accepted payment methods.

# E. Appointment and Authority

The process agent is formally appointed and authorized to receive service of process, subpoenas, and other official and legal or regulatory communications in the U.S.

# F. Scope of Services

- 1. Accept legal documents and regulatory notices on behalf of LANDBANK
- 2. Promptly and securely transmit all received documents to LANDBANK via email and/or international courier services, as required and upon LANDBANK's request
- 3. Maintain accurate, complete, and up-to-date contact information, including but not limited to mailing address, telephone number, and email address. The Process Agent shall promptly notify LANDBANK via email of any changes to such contact details.
- 4. Ensure availability during U.S. business hours
- 5. Maintain an up-to-date list and accurate contact information of LANDBANK's U.S.-based counterparties. At present, LANDBANK has correspondent banking relationships with the following institutions:

U.S. Counterparties *	Headquarters Address
Bank of America Corporation	Bank of America Corporate Center, 100 North Tryon
	Street, Charlotte, NC 28255, USA
Bank of New York Mellon	BNY Mellon Corporate Headquarters, 240 Greenwich
	Street, New York, NY 10286, USA
Citibank	388 Greenwich Street, New York, NY 10013, USA
Goldman Sachs Group, Inc.	200 West Street, New York, NY 10282, USA
JPMorgan Chase & Co.	383 Madison Avenue, New York, NY 10017, USA
Wells Fargo & Co.	420 Montgomery Street, San Francisco, CA 94104, USA

<sup>\*</sup> The number of counterparties may be expanded over time, depending on the evolving international banking requirements of LANDBANK.

## G. Contract Duration

The appointment shall be valid for a period of up to five (5) years, commencing upon the process agent's confirmation and receipt of payment via wire transfer.

## H. Payment Terms

- Upon confirmation of the invoice, payment shall be promptly initiated and processed via wire transfer to the process agent's designated U.S. bank account. To facilitate accurate and timely remittance, all required banking details shall be provided in advance by the process agent to LANDBANK.
- 2. Payment shall be made net of all applicable taxes, fees, and bank charges, which shall be borne by LANDBANK as the remitting party.
- 3. In addition to the initial engagement fee, LANDBANK shall be responsible for covering all other applicable servicing, transmittal, and administrative fees. This includes any additional costs that may be incurred in connection with the service and execution of an actual legal process.

Prepared by:

KRISANTHA MAE A. CASTALONE

Account Office, FID

Checked by:

MANUEL RAY M. ALMARIO

AVP/Head, FID