

### **BID BULLETIN NO. 2** For LBP-HOBAC-ITB-GS-20180502-05

**PROJECT** 

Two (2) Years Security Guard Services for Various

**LANDBANK Branches and Extension Offices** 

**IMPLEMENTOR** 

**Procurement Department** 

DATE

June 28, 2018

This Bid Bulletin is issued to modify, amend or clarify items in the Bid Documents. This shall form an integral part of the Bid Documents.

- The Terms of Reference (Annexes A-1 to A-8), ITB Clause 28.3 of the Bid Data Sheet (BDS), Section VI (Schedule of Requirements), Section VII (Specifications) and the Checklist of the Bidding Documents (Items 3.h, 3.j, 3.k, 5 & 6) have been revised. Please see attached revised Annexes A-1 to A-8 and the specified sections of the Bidding Documents.
- The deadline of submission and the schedule of opening of eligibility/technical and financial documents/proposals for the above project is re-scheduled to July 5, 2018, 11:00 A.M. at the Procurement Department, 25th Floor, LANDBANK Plaza Building, 1598 M. H. Del Pilar corner Dr. Quintos Streets, Malate, Manila.

ALWIN I. REYES, CSSP Assistant Vice/President

Head, Procurement Department and

**HOBAC Secretariat** 

## **Bid Data Sheet**

ITB Clause			
1.1	The Procurir (LANDBANK)	•	IK OF THE PHILIPPINES
1.2		references are: ears Security Guard Service Branches and Extens LBP-HOBAC-ITB-GS-2	on Offices
	Lot No.	Area	No. of Guards
	1	Region 10	194
	2	Region 6	141
	3	Region 11	137
	4	Region 8	78
	5	Region 9	. 127
	6	Region 7	102
	7	Region 1	120
	8	Region 4-A	77
	The Government of the Philippines (GOP) through the LANDBANI Corporate Budget for the contract approved by the Board of Director for 2018 in the amount Three Hundred Seventy Eight Million Seve Hundred Ninety Eight Thousand Six Hundred Seven Pesos an 45/100 (P378,798,607.45), broken down as follows:		
	Lot No. Area ABC		ABC
	1	Region 10	P 72,047,851.24
	2	Region 6	68,207,444.94
	3	Region 11	52,905,929.24
	4	Region 8	42,698,753.19
	5	Region 9	40,856,324.11
	6	Region 7	38,042,372.39
	7 Region 1 37,63		37,634,831.80
	8	Region 4-A	26,405,100.54

	The name of the Project is Two (2) Years Security Guard Services for
	Various LANDBANK Branches and Extension Offices
3.1	No further instructions.
5.1	No further instructions.
5.2	Foreign bidders, falling under ITB Clause 5.2 (b) and/or doing business in the Philippines may participate in this Project.
5.4	The Bidders must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(iv), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
	For this purpose, similar contracts shall refer to contracts involving security guard services.
	Bidders must submit proof of their respective Single Largest Completed Contract. Proofs shall be:
	<ul> <li>Copy of the contract or purchase order; or Copy of official receipt/collection receipt or certificate of satisfactory performance from bidder's client.</li> </ul>
7	No further instructions.
8.1	As a general rule, subcontracting is not allowed.
8.2	Not applicable.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on at
	Bidding Room, 25 <sup>th</sup> Floor, LANDBANK Plaza Building, 1598 M.H. Del Pilar corner Dr. J. Quintos Streets, Malate, Manila.
10.1	The Procuring Entity's address is:
	Land Bank of the Philippines 25 <sup>th</sup> Floor, LANDBANK Plaza Building 1598 M.H. Del Pilar corner Dr. J. Quintos Streets 1004 Malate, Manila www.landbank.com
	Contact person: Mr. Alwin I. Reyes, CSSP Assistant Vice President Head, Procurement Department 1598 M.H. Del Pilar cor. Dr. J. Quintos Sts. 1004 Malate, Manila Tel. (+632) 522-0000 or 551-2200 local 7370 Fax (+632) 528-8587 Ibphobac@mail.landbank.com

12.1	Bidders may still submit their Class "A" Eligibility Documents required to be uploaded and maintained current and updated in the PhilGEPS pursuant to Section 8.5.2 of the same IRR, or if already registered in the PhilGEPS under Platinum category, their Certificate of Registration and Membership in lieu of their uploaded file of Class "A" Documents, or a combination thereof. In case the bidder opted to submit their Class "A" Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184.			
12.1(a)(ii)	The statement of all ongoing government and private contracts (use Form No. 3) and single largest completed contract (use Form No. 4) similar to the contract to be bid shall include all such contracts within five (5) years prior to the deadline for the submission and receipt of bids.			
13.1	Bidders are requ Form (use Form	ired to use the Bid Form pro Nos.1 and 2).	ovided in Section VIII. Bid	
13.1(b)	No further instru	ctions.		
13.1(c)	Not applicable.			
The Approved Budget for the Contral Seventy Eight Million Seven Hundred Hundred Seven Pesos and 45/100 (P3 as follows:			ety Eight Thousand Six	
	Lot No.		P 72,047,851.24	
	1	Region 10		
	2	Region 6	68,207,444.94	
	3	Region 11	52,905,929.24	
	4	Region 8	42,698,753.19	
	5	Region 9	40,856,324.11	
	6	Region 7	38,042,372.39	
	7	Region 1	37,634,831.80	
	8	Region 4-A	26,405,100.54	
	Any bid with a financial component exceeding the applicable ABC shall not be accepted.			
13.2 (b)	Not applicable.		2 190	
15.4(a)(iii)	Please refer to Clause 6.2 of the Special Conditions of the Contract for the incidental services required.			

15.4(b)(i)	The price of the Goods shall be quoted DDP specified delivery site/s.		
15.4(b)(ii)	Please refer to Clause 6.2 of the Special Conditions of the Contract for the incidental services required.		
16.1(b)	The Bid Prices for Goods supplied from shall be quoted in Philippine Pesos.	outside	of the Philippines
16.3	No further instructions.		
17.1	Bids will be valid until 120 calendar days fi	rom date	of opening of bids
18.1	The bid security shall be limited to Bid S other form in accordance with the following		
	Form of Bid Security		um Amount of d Security
	(a) Cash or cashier's/ manager's check issued by a Universal or	Lot-1	P 1,440,957.02
	Commercial Bank	Lot-2	1,364,148.90
		Lot-3	1,058,118.58
	(b) 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	Lot-4	853,975.06
		Lot-5	817,126.48
		Lot-6	760,847.45
	Universal or Commercial Bank, if issued by a foreign bank; and	Lot-7	752,696.64
		Lot-8	528,102.01
	(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Lot-1	P 3,602,392.56
		Lot-2	3,410,372.25
		Lot-3	2,645,296.46
		Lot-4	2,134,937.66
		Lot-5	2,042,816.21
		Lot-6	1,902,118.62
		Lot-7	1,881,741.59
		Lot-8	1,320,255.03
	If bid security is in the form of cash, a     a Payment Acceptance Order     Procurement Department. The PAO     any of the Tellers at the Cash I     LANDBANK Plaza Building) together     The Cash Department Teller shall	(PAO) shall the Departme with the c	from LANDBAN en be presented ent (Ground Floc corresponding cas

Official Receipt (OR) evidencing payment of the bid security. The original and/or certified true copy of the Official Receipt shall be enclosed in Bid Envelope No. 1 (Eligibility and Technical Proposal/Documents). The original official receipt shall be returned by the BAC Secretariat to the bidder immediately after the opening of bids.

- 2. If bid security is in the form of cashier's/manager's check, the check should be payable to LAND BANK OF THE PHILIPPINES.
- 3. If in the form of bank draft/guarantee, the bidder may use the standard format of the issuing Bank, provided the ITB No. and Name of the Project are indicated.
- 4. If in the form of Irrevocable Letter of Credit, it may be secured through LANDBANK Corporate Banking Department 2 (CBD 2) and Small and Medium Enterprises Market Lending Department 2 (SME-MLD 2) with the following contact details:
  - (a) CBD 2 18<sup>th</sup> Floor, LANDBANK Plaza Building Ms. Erlin G. Del Rosario – Account Officer Telephone No. 405-7345 local 2117 (For Assets 1 Billion and up)
  - (b) SME-MLD 2 18<sup>th</sup> Floor, LANDBANK Plaza Building Mr. Ronaldo Robles – Account Officer Telephone No. 405-7431 local 7431 (For Assets below 1 Billion)
- 5. If in the form of surety bond, it should be issued by a surety or insurance company duly accredited by the Insurance Commission (IC) and has not been issued a cease and desist order by the IC or is currently not included in the list of blacklisted firms.

The surety bond may be secured through LANDBANK Insurance Brokerage, Inc. (LIBI) with the following contact details:

- (a) LIBI-Forex 14<sup>th</sup> Floor, LANDBANK Plaza Building Telephone 710-7114 (Every Tuesday and Thursday)
- (b) 12<sup>th</sup> Floor, SSHG Law Center Bldg. 105 Paseo de Roxas, Legaspi Village Makati City Telephones 812-4911 and 867-1064

Surety bonds with the following or similar conditions/phrases shall not be accepted:

(a) "In case of default by the Principal, this bond shall only answer for the difference in the bid price of the winning bidder and that of the next lowest complying bidder or that of the new winning bidder in case of re-bidding plus necessary expenses incurred by the Obligee in the re-bidding which liability shall in no case exceed the amount of the bond"; or

	(b) "That the amount of liability of the Surety under this bond is limited to the actual loss or damage sustained and duly proven by the Obligee."			
		orm of Bid Securing Dust be used.	eclaration, the att	ached form (Form
18.2	The bid sector opening bids	urity shall be valid ur	ntil 120 calendar o	days from date of
20.3	(First Envelo	shall submit two (2) ope) and Financial Co s "Original Copy 1" ar	omponent (Second	d Envelope) of its
21	Procuren Land Bar 25th Floo 1598 M.H	for submission of bid ment Department nk of the Philippines or, LANDBANK Plaza I H. Del Pilar corner Dr. alate, Manila	Building	
	The dead	ine for submission	on of bids i	s 11:00 A.M.,
24.1	The place of bid opening is:  25 <sup>th</sup> Floor Bidding Room Procurement Department Land Bank of the Philippines LANDBANK Plaza Building 1598 M.H. Del Pilar corner Dr. J. Quintos Streets 1004 Malate, Manila			
	The date	and time of	bid opening i	s 11:00 A.M.
24.2	No further instructions.			
27.1	No further instructions.			
28.3	All Goods are grouped in lots listed below. Evaluation and contract award shall be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation and contract award.			
	Lot No.	Area	No. of Guards	ABC
	1	Region 10	194	P 72,047,851.24
	<del>    -   -   -   -   -   -   -  </del>			

	3	Region 11	137	52,905,929.24
	4	Region 8	78	42,698,753.19
:	5	Region 9	127	40,856,324.11
	6	Region 7	102	38,042,372.39
	7	Region 1	120	37,634,831.80
	8	Region 4-A	77	26,405,100.54
	(5) lots. LANDBA win addi contracts exceed f example, lots/Regi two (2) documer Bid, but	can bid in all lots but Bidders which are NK for security gua tional lots, provided to plus those that they ive (5) lots during bidders with exi ons with LANDBAN lots in this bidding its made by the bidd not declared as the and processed up Receipt (OR) to ent.	e current services sha ird services sha , the total lots i will win in this in contract implement sting contracts K shall be allow . The payment er/s which subm Lowest Calculation submission	ce providers of all be allowed to their on-going bidding shall not tentation. As an after three (3) wed to win only for the bidding bitted the Lowest ted Bid, shall be of the original
28.3(b)	Bid modif	Bid modification is not allowed.		
28.4	No further instructions.			
29.2(a)	Certified true copy of Value Added Tax (VAT) or Percentage Tax (PT) Returns for the last two (2) quarters filed manually or through the BIR Electronic Filing and Payment System (EFPS). Tax returns filed manually or through EFPS and taxes paid shall be accepted.			
29.2(c)	No furthe	r instructions.		
32.4(f)	No furthe	r instructions.		
33.2	If in the form of Irrevocable Letter of Credit, it may be secured through LANDBANK Corporate Banking Department 2 (CBD 2) and Small and Medium Enterprises – Market Lending Department 2 (SME-MLD 2) with the following contact details:			
	(a)	CBD 2 – 18 <sup>th</sup> Floor, L Ms. Erlin G. Del Ros Telephone No. 405-7 (For Assets 1 Billion	ario – Account Off 7345 local 2117	Building icer
	(t	o) SME-MLD 2 - 18 <sup>th</sup> F Mr. Ronaldo Robles Telephone No. 405- (For Assets below 1	<ul><li>Account Officer</li><li>7431 local 7431</li></ul>	Plaza Building

## **Schedule of Requirements**

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

Two (2) Years Security Guard Services for Various LANDBANK Branches and Extension Offices

Lot No.	Area	No. of Guards
1	Region 10	194
2	Region 6	141
3	Region 11	137
4	Region 8	78
5	Region 9	127
6	Region 7	102
7	Region 1	120
8	Region 4-A	77

### Notes:

Schedule of Deployment and Destination:

- Within ninety (90) calendar days, per Region, from receipt of Notice to Proceed.
- List of branches/offices per Annexes A-18 and A-19.

Conforme:	
	Name of Bidder
	Signature over Printed Name of Authorized Representative
	Position

### **Specifications**

### **Specifications**

### **Statement of Compliance**

Bidders must state below either "Comply" or "Not Comply" against each of the individual parameters of each specification.

Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid. 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 provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii)

### Two (2) Years Security Guard Services for Various LANDBANK Branches and Extension Offices

#### No. of Lot Area Guards No. 194 1 Region 10 141 2 Region 6 3 Region 11 137 78 Region 8 4 127 5 Region 9 102 6 Region 7 7 Region 1 120 8 Region 4-A 77

Per attached Revised Terms of Reference (Annexes A-1 to A-7).

The following documents shall be submitted inside the eligibility/technical envelope:

### Please state here either "Comply" or "Not Comply"

- Revised Terms of Reference signed in all pages by authorized representative/s.
- Certified true copy of valid and current License to Operate issued by PNP-SOSIA.
- Current and valid Certification of No Derogatory Records issued by the PNP-SOSIA/Regional-SOSIA/ PADPAO.
- Notarized self-certification from the bidder stating that:
  - ✓ It has at least five (5) years experience in providing security services since 2013;
  - ✓ It has rendered security services to a bank (not earlier than 2013) duly authorized by the Bangko Sentral ng Pilipinas;
  - ✓ It has deployed at least 200 guards as of December 31, 2017:
  - ✓ It has at least 1:3 firearm-toguard ratio on the existing guards as of December 31, 2017.
- Certified true copy/photocopy of Long List of Regular Registration of Firearms.
- Not less than two (2) Certificates of Satisfactory Performance from clients issued not earlier than 2017, including from LANDBANK, if the bidder has existing or completed contract with LANDBANK. For certifications pertaining to ongoing contracts, at least one (1) year performance of the contract is required.

<del></del>	Name of Bidder
	Signature over Printed Name of Authorized Representative
	Position

# NOTES:

- Approved Budget is based on Wage Order Nos. RBX-19, RXIII-15 and ARMM-16 at 7-days and 5-days work per week (Annexes B-6 to B-9).
- The number of security guards (194) and the requirement for night guards as may be indicated in the budgeted amount for night differentials are indicative and meant only for purposes of bidding; the actual number of guards required whether for day or night duty shall be subject to actual need of the Bank.
- Payment shall be based on actual number of guards deployed and services rendered
- The bidder shall fill-up columns B, C and D of Table 2 Breakdown of Financial Bid. The detailed breakdown of Financial Bid using **Annexes B-17 and B-21** must also be submitted/attached to this Schedule of Prices.
- concerned; there shall be no adjustment on Administrative Overhead throughout the life of the contract. Subsequent wage orders shall be incorporated accordingly in the contract in so far as the salary and/or benefits of guards are
- Terms, conditions and provisions of the attached Terms of Reference shall apply.

Position	Signature over Printed Name of Authorized Representative	Name of Bidder

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

Documents should be arranged as per this Checklist. Kindly provide folders or guides, dividers and ear tags with appropriate labels.

### The Technical Component (First Envelope) shall contain the following:

- 1. 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 (sample form Form No. 7).
- 2. Duly notarized Omnibus Sworn Statement (sample form Form No.6).
- 3. Eligibility requirements

### Legal Documents

- 3.a PhilGEPS Certificate of Registration (Platinum Membership). All documents enumerated in its Annex A must be updated; or
- 3.b Class "A" eligibility documents as follows:
  - Registration Certificate from SEC, Department of Trade and Industry (DTI) for Sole Proprietorship, or CDA for Cooperatives, or any proof of such registration as stated in the Bidding Documents;
  - Valid and current mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located; and
  - Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.

### Technical / Financial Documents

3.c 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 relevant period as provided in the Bidding Documents. The statement shall include all information required in the PBDs prescribed by the GPPB. (sample form - Form No. 3). This form may no longer be submitted if bidder has no on-going contracts.

- 3.d Statement of the prospective bidder identifying its single largest completed contract similar to the contract to be bid, equivalent to at least fifty percent (50%) of the ABC supported with contract/purchase order, end-user's acceptance or official receipt(s) issued for the contract, within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the PBDs prescribed by the GPPB. (sample form Form No. 4).
- 3.e 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.
- 3.f The prospective bidder's computation for its Net Financial Contracting Capacity (sample form Form No. 5).
- 3.g 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 the legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance.
- 3.h Revised Terms of Reference signed in all pages by authorized representative/s.
- 3.i Certified true copy of valid and current License to Operate issued by PNP-SOSIA.
- 3.j Current and valid Certification of No Derogatory Records issued by the PNP-SOSIA/Regional-SOSIA/ PADPAO.
- 3.k Notarized self-certification from the bidder stating that:
  - ✓ It has at least five (5) years experience in providing security services since 2013;
  - ✓ It has rendered security services to a bank (not earlier than 2013) duly authorized by the Bangko Sentral ng Pilipinas;
  - √ It has deployed at least 200 guards as of December 31, 2017;

- ✓ It has at least 1:3 firearm-to-guard ratio on the existing guards as of December 31, 2017.
- 3.1 Certified true copy of Long List of Regular Registration.
- 3.m Not less than two (2) Certificates of Satisfactory Performance from clients issued not earlier than 2017, including from LANDBANK, if the bidder has existing or completed contract with LANDBANK. For certifications pertaining to ongoing contracts, at least one (1) year performance of the contract is required.
- 4. Bid security in the prescribed form, amount and validity period (ITB Clause 18.1 of the Bid Data Sheet);
- 5. Revised Schedule VI Schedule of Requirements with signature of bidder's authorized representative.
- 6. Revised Section VII Specifications with response on compliance and signature of bidder's authorized representative.
- 7. Post-Qualification Documents (Non-submission of the following documents during the bidding date shall not be a ground for the disqualification of the bidder).
  - 7 a Business Tax Returns per Revenue Regulations 3-2005 (BIR No.2550 Q) VAT or Percentage Tax Returns for the last two (2) quarters filed manually or through the BIR EFPS; and
  - 7.b Income Tax Return for 2017 filed manually or through the BIR EFPS

## The Financial Component (Second Envelope) shall contain the following:

- 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)

## TERMS OF REFERENCE TWO (2) YEAR CONTRACT FOR PREMISE GUARDS SERVICES OF LAND BANK OF THE PHILIPPINES

- 1. The BIDDER warrants as it hereby affirms all the following representations and undertakings to have itself deemed by the PROCURING ENTITY as qualified to render the services subject of the Contract:
  - 1.1. That the BIDDER shall maintain the following minimum operational capability for the duration of the Contract:
    - 1.1.1. Manpower and firearm complement as required by the PROCURING ENTITY;
    - 1.1.2. One (1) 4-wheeled service motor vehicle (per award contract) available anytime on 24/7 for the use of the BIDDER in the deployment of guards and other security matters of the PROCURING ENTITY;
    - 1.1.3. One (1) functional metal detector for each field unit;
    - 1.1.4. One (1) cell phone in each field unit/installation for the exclusive use of the guards as their service communication equipment subject to existing policy of the PROCURING ENTITY on the use/custody of cellular phones within bank premises.
  - 1.2. That the BIDDER shall undertake to execute the contract with the PROCURING ENTITY within thirty (30) days from receipt of the Notice to Proceed (NTP) in accordance with the agreed terms and conditions and all other provisions contained in the rules of bidding.
- 2. The BIDDER shall provide the PROCURING ENTITY with duly licensed security guards:
  - 2.1. Who are at least 5'5" in height, weight within normal range as indicated in the Body Mass Index (BMI), and not more than 50 years old at the time of deployment;
  - 2.2. Who are physically and psychologically fit and qualified to guard and to protect the personnel and property of the PROCURING ENTITY and its premises/installations;
  - 2.3. With Personal History Statement (PHS) in hard copy; whole body in complete security guard uniform and family pictures; and, local & national clearances in hard and scanned copy;
  - 2.4. Who had undergone Background Investigation by the BIDDER.
  - 2.5. Who are not related to any LBP employee up to the 3<sup>rd</sup> degree of affinity nor consanguinity;
  - 2.6. Who passed the Comprehensive Bank and Armored Security Training Course (CBASTRAC) conducted by the Bank Security Management Association (BSMA). In case of insufficient BSMA trained security guards, the BIDDER may post security guards without BSMA training provided that the Head Guard of each field unit should be BSMA trained who shall ensure that the security guards without BSMA training are coached while awaiting training. Provided further that posted security guards without BSMA training shall attend the training within 90-days from the date of actual posting and submit to the PROCURING ENTITY the corresponding training certificates thereafter;

For LBP Plaza, the ratio of BSMA trained security guards must be at least 50 percent of the total guards to be posted, provided, that the said security guards without BSMA training shall attend the training within 90-days from the date of actual posting and subsequently submit to the PROCURING ENTITY the corresponding training certificates thereafter:

## 2.7. Who are experienced and trained in escort security services and drivers for field units with LBP owned armored vehicle; and,

- 2.8. Who have passed the screening and interview by the PROCURING ENTITY.
- 3. The BIDDER shall maintain reserve guards of at least 10 percent of the total deployment in their roster at no cost to the PROCURING ENTITY.
- 4. The number of security guards and number of days may be increased or decreased, in the exigency of the service and/or the need of the security situation at the post, as may be determined by the PROCURING ENTITY. Increase and decrease in the number of guards shall be implemented within 24 hours and within 2 calendar days, respectively, upon prior notice by the PROCURING ENTITY.
- 5. The areas of assignment of the security guards shall be determined by the PROCURING ENTITY in connection with the enforcement of its policies, rules and regulations.
- 6. The PROCURING ENTITY may, at its own discretion, and for whatever reason/s, demand the replacement of any guard or guards posted at the PROCURING ENTITY's premises/installations, in which case the BIDDER shall, upon notice by the PROCURING ENTITY, cause replacement within 24 hours of the security guard/s concerned.
- 7. Any security guard involved in any untoward incident, whether or not affecting the PROCURING ENTITY, or commits acts inimical or prejudicial to the interest of the PROCURING ENTITY or its personnel, shall be relieved of assignment immediately upon occurrence of the untoward incident and when relieved shall be perpetually disqualified from reassignment to any other post in any premises/installations of the PROCURING ENTITY.
- 8. The BIDDER shall discipline and supervise the security guards in accordance with the rules and regulations of the Philippine National Police and its Supervisory Office for Security and Investigation Agency (PNP-SOSIA); and the BIDDER shall assume the responsibility of paying the PROCURING ENTITY ONE THOUSAND PESOS (P1,000.00) for every guard caught/found sleeping while on guarding duty or not on post; ONE THOUSAND PESOS (P1,000.00) per security guard absent without official leave (AWOL); and, ONE THOUSAND PESOS (P1,000.00) per day for every lacking guard complement. The penalties shall be collected by the Field Unit where the guard is assigned against the billing of the BIDDER for the succeeding month after the discovery of the violation/s. The guard concerned shall be relieved in accordance with par. 7 hereof.
- 9. Security Guards to be detailed/assigned at the PROCURING ENTITY's premises/installations, in view of a new contract, shall be screened at the Head Office of the PROCURING ENTITY prior to deployment. However, the screening of security guards may be conducted at venues other than the Head Office in areas as designated (Annex "A.1") and on a weekend upon a written request from the BIDDER. In such case, all relevant and actual expenses of LANDBANK personnel, e.g., fares and accommodation shall be on the account of the PROCURING ENTITY. Moreover, in cases that the screening cannot be completed due to factors attributed to the BIDDER such as an inadequate number of guards for screening, subsequent interviews may be requested either at the Head Office or in other venues as

Page <u>2</u> of <u>8</u> TOR: Premise Guard Services 24 October 2017 determined by the BIDDER, in which all relevant and actual expenses of LANDBANK personnel shall then be on the account of the BIDDER.

- 10. At least seven (7) working days before the assumption of the contract and deployment of security guards by the BIDDER, the PROCURING ENTITY shall be provided with the written schedule of: (a) guard assignments to include the reserve guards indicating the names of security guard(s), time schedule, and premises to be guarded; and (b) firearms deployment complete with the corresponding documents, i. e., licenses of the firearms issued to the BIDDER, etc.
- 11. Security guard replacements and relievers shall come from the reserve guards as provided in paragraph 3 of the TOR who have passed the PROCURING ENTITY screening. New replacement and reliever guards shall also be screened by the PROCURING ENTITY at the Head Office for those in the Metro Manila area while those outside Metro Manila are subject to screening by the Head of the end-user unit concerned and approved by the PROCURING ENTITY. Overtime detail is subject to prior written authorization of the PROCURING ENTITY. Overtime duty of guard shall not exceed twelve (12) hours within a 24-hour period.
- 12. The BIDDER shall provide, at the minimum, each of the security guards on duty with duly licensed firearms issued in the name to the BIDDER and sufficient ammunitions as follows:
  - 12.1. Premise Guards One (1) caliber .38 service hand gun of such make as Squibman/Squires Bingham/Rohm/Sentinel/Smith and Wesson, Taurus or other make acceptable to the PROCURING ENTITY and at least two (2) shotguns (Squires Bingham/Mosberg or other make acceptable to the PROCURING ENTITY) for every field unit. During the actual duty, the guard with issued shotgun will no longer be issued a hand gun or vice versa;
  - 12.2. Escort guards who will be deployed in the PROCURING ENTITY's owned armored vehicles M16 rifles or its equivalent, Level III bullet proof vests and steel helmets;
  - 12.3. For Mindanao Field Units The BIDDER shall provide at least one M-16 rifle or its equivalent per field unit. Equivalent shall mean rifle (AK-47, etc.) using 5.56mm ammunition;
  - 12.4. The BIDDER shall provide adequate weapons/original ammunitions eight (8) for each shotgun, 12 for each cal. 38 hand gun, 21 in 3 magazines for each 9mm pistol and 90 in 3 magazines for each M16 rifle -- which shall at all times be in the possession of the security guards on duty who shall be subject to rules and regulations of the Philippine National Police or other proper authorities governing the use of such firearms/weapons/ammunitions.

NOTE: In view of Proclamation No. 216 declaring martial law in Mindanao and PNP-Civil Security Group's (PNP-CSG) memorandum instructing all security agencies to turn over their high-powered firearms to the PNP-Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) for safekeeping, the PROCURING ENTITY, for the meantime that M-16 riles are restricted, allows the temporary deployment of one (1) shotgun (Squires Bingham/Mosberg or other make acceptable to the PROCURING ENTITY) with twenty four (24) cartridges of ammunitions for each guard. The above Items No. 12.2, 12.3, and 12.4 shall immediately take effect and be implemented by the BIDDER once the said Presidential Proclamation and PNP directive are lifted.

- 12.5. The BIDDER expressly agrees to pay to the PROCURING ENTITY a fine in the amount of FIVE HUNDRED PESOS (P500.00) per day for every firearm issued to its security guard found not in accordance with the agreed specifications and description or for every security guard found with defective or without firearm, and/or ONE HUNDRED PESOS (P100.00) per day for every bullet found less than the number provided for above. The penalty shall commence from the date that the deficiency was discovered by the PROCURING ENTITY and will end on the day that the BIDDER shall have rectified the findings as duly acknowledged by the Head/Representative of the Field Unit of the PROCURING ENTITY. The penalties shall be collected by the Field Unit where the guard is assigned against the billing of the BIDDER for the succeeding month after the discovery of the shortage/defect/s.
- 12.6. The BIDDER, subject to the approval of the PROCURING ENTITY, shall implement reshuffling of Security Guards to areas of the same wage rate for at least once every contract year.
- 13. The BIDDER shall closely check and monitor the security guards in the performance of their duties and responsibilities by conducting inspection at any time of the day or night. It shall ensure that the guards are properly discharging their duties and responsibilities and are not committing any act or acts prejudicial to the interest of the PROCURING ENTITY. For this purpose the BIDDER binds itself to conduct inspections on a weekly, bi-monthly or monthly basis as determined by the PROCURING ENTITY (Annex "A.2"). The reports, duly acknowledged/signed by the Head/Representative of the Field Unit of the PROCURING ENTITY, shall reach PSO at the end of each month, whichever is applicable.
- 14. The BIDDER, through its designated representative or supervisor, shall coordinate with the PROCURING ENTITY's in-house security officers to ensure effective coordination and implementation of all security measures adopted by the PROCURING ENTITY. Representatives of the PROCURING ENTITY and the BIDDER shall have regular monthly meetings or as the need arises to discuss problems and recommendations to further improve the security services. The monthly meeting shall be held every last Thursday of the month or as the need arises and at a time and place that shall be agreed upon by both parties. Both the PROCURING ENTITY and the BIDDER shall establish and maintain effective liaising with the nearest police station/substation or precinct to ensure positive police response at all times.
- 15. The BIDDER shall assume full responsibility for any and all liability, cause, or cause of action, claim or claims that may be filed under the Labor Laws, Employees Compensation Law or other pertinent laws, which may hereinafter be enacted.
- The BIDDER shall comply with existing government laws, policies, rules and regulations governing its business and operations.
- 17. The security guards of the BIDDER are not employees of the PROCURING ENTITY and accordingly, the PROCURING ENTITY cannot be held liable/responsible for any claim or claims for compensation or for personal injury or damage, including death, caused to or by any person whosoever.
- 18. The BIDDER warrants that it is operationally capable of discharging its duties and obligations under this contract, and has the sufficient number of personnel, firearms and ammunitions necessary to meet the security requirements of the PROCURING ENTITY, and the mobility in conducting regular and surprise inspections.

Page 4 of 8 TOR: Premise Guard Services 24 October 2017

- 19. The BIDDER shall submit a certification under oath monthly that it is paying its security guards assigned to the PROCURING ENTITY of their salaries, etc. in accordance with the PADPAO computation for guards salary and benefits and dues based on the government wage orders and other applicable labor laws as well as regularly and timely remit to the SSS, Pag-Ibig and PhilHealth, the contributions of its security guards. Remittances for SSS, Pag-Ibig and PhilHealth shall be coursed through any LBP Branch. The BIDDER shall warrant that it shall furnish each of their security guards assigned at the PROCURING ENTITY pay slips of their 24 monthly earnings and deductions.
- 20. In addition to the Performance Security in the form and amount specified by the PROCURING ENTITY in the contract for Security Services, the BIDDER shall submit/maintain a SURETY BOND in the amount of FIVE MILLION PESOS (P5,000,000.00) per lot to compensate for any loss or damage incurred by the PROCURING ENTITY, its personnel or clients due to the fault/negligence or fraudulent act of the assigned security guards. The BIDDER shall be liable and the SURETY BOND shall indicate that the Surety shall pay the PROCURING ENTITY to the extent of the amount insured as follows:
  - 20.1. In case of loss, pilferage, damage or breakage of PROCURING ENTITY/personnel/client properties due to or attributable to the fault, negligence or fraudulent act of the assigned security guard/s and other personnel of the BIDDER;
  - 20.2. Investigation shall be performed jointly by the PROCURING ENTITY and the BIDDER, with the former as Lead Investigator. In case of differing results of the investigation conducted by both entities, the findings in the investigation of the PROCURING ENTITY shall prevail without further judicial determination of fault, negligence or fraud; and,
  - 20.3. Any loss or damage incurred by the PROCURING ENTITY shall be paid by the BIDDER and payment thereof shall be sourced at the PROCURING ENTITY's option, from the Performance Security or SURETY BOND or from the BIDDER's receivables under the Contract for Security Services. The BIDDER's obligation to pay for any loss or damage will not be rendered unenforceable by the Surety's denial of its obligation under the Surety Bond, in which case, the PROCURING ENTITY shall have recourse against the BIDDER's Performance Security and receivables. In case the loss or damage is in excess of the amount of the Performance Security, SURETY BOND and receivables, the BIDDER shall pay the PROCURING ENTITY for the unpaid loss or damage within 10 days from written demand.
- 21. In any event, the BIDDER shall make available the security guard/s concerned as possible witness/es to a case or investigation undertaken or to be undertaken by the PROCURING ENTITY. In case of failure of the BIDDER to present the Security Guard/s as witness/es on a scheduled hearing, the PROCURING ENTITY shall have recourse against the BIDDER's Performance Security and receivables of the whole amount involved on a particular case that is subject of the investigation.
- 22. The BIDDER shall maintain its good standing as a security and protective agency, financially capable of doing or acting as an independent contractor, and shall obtain/secure all the necessary licenses and permits and comply with laws, ordinances and regulations governing security agencies and their operations. If the PROCURING ENTITY has reason/s to believe that the BIDDER has failed to comply with any law or regulation governing employment of labor and/or security guards/security services and/or remittances of SSS, Pag-Ibig and PHIC contributions, the PROCURING ENTITY may then notify the BIDDER accordingly, and if the latter shall refuse to comply or fail to present satisfactory proof to the contrary within fifteen (15) days from receipt of such notice from the PROCURING ENTITY, the PROCURING

Page <u>5</u> of <u>8</u> TOR: Premise Guard Services 24 October 2017 ENTITY shall have the right to immediately terminate this Agreement, the succeeding provisions notwithstanding, without prejudice to any action which the PROCURING ENTITY may institute for damages suffered thereby.

- 23. For and in consideration of the actual security services rendered which is normally on a 5-day workweek posting by the BIDDER to the PROCURING ENTITY, the latter shall pay the former the following:
  - 23.1. The day wage and night differential of security guards based on applicable PADPAO rates and other future issuances;
  - 23.2. The corresponding administrative fee based on bid price;
  - 23.3. The applicable VAT; and,
  - 23.4. In case of 6 or 7-day workweek postings, the day wage, shall be adjusted based on applicable PADPAO rates on a 6 or 7-day workweek.
- 24. The BIDDER shall use the PROCURING ENTITY's Deposit and ATM Payroll System as follows:
  - 24.1. The BIDDER shall open Payroll Fund Account with maintaining balance equivalent to one (1) month salary of all guards deployed where the fund for ATM payroll shall be debited every payroll date; and,
  - 24.2. The BIDDER shall ensure that all security guards deployed will open an individual LBP ATM payroll account where salaries will be credited through Payment Account System Validation (PACSVAL) which shall be covered by a separate Memorandum of Agreement (MOA) and executed before deployment.
- 25. The BIDDER warrants that it shall pay all security guards their compensation and benefits in accordance with applicable law(s), rules and regulations of the Philippines.
- 26. In case a new law or regulation is promulgated or enacted increasing the Minimum Wage, Workmen's Compensation and Allowances of workers including security guards, the rate shall be adjusted in accordance with the new wage order. To this end, the BIDDER shall notify the PROCURING ENTITY of the effectivity of such a new wage rate.
- 27. The PROCURING ENTITY warrants the grant of FREE (one set) UNIFORM per guard for every year of satisfactory performance by the BIDDER;
- 28. The PROCURING ENTITY also warrants the grant of a FIVE THOUSAND PESOS (P5,000.00) hazard allowance per guard for every contract year. The BIDDER shall release the hazard allowance to the guards not earlier than the 15<sup>th</sup> day of November and not later than the 20<sup>th</sup> day of December. Payment shall be in accordance with the existing guidelines and policies of the Personnel Administration Department (PAD).
- 29. After the expiration or termination of this Agreement, the PROCURING ENTITY may issue a clearance from any responsibility in favor of the BIDDER only after resolution of all pending claims for losses and damages, if any.
- 30. This contract may be pre-terminated by the PROCURING ENTITY on any of the following grounds:
  - 30.1 Violation of or non-compliance by the BIDDER with any of the terms and conditions of the contract;
  - 30.2 Unsatisfactory or poor performance of security services as determined by the PROCURING ENTITY;

Page **6** of **8** TOR: Premise Guard Services 24 October 2017

- 30.3 Failure of the BIDDER to equip each security guards with any of the required security gadgets such as firearms, ammunitions, metal detectors, cellular phones/radios, and service motor vehicle as determined by the PROCURING ENTITY;
- 30.4 Failure of the BIDDER to submit inspection reports for four (4) successive reporting periods;
- 30.5 Failure of the BIDDER to comply with the statutory benefits of the guards, i.e., prompt payment of 5-day incentive leave pay and 13<sup>th</sup>month pay, etc., and the grant of FREE (one set) UNIFORM for every year of satisfactory performance of its guards;
- 30.6 In case of misrepresentation on material facts and documents during the bidding and after the award of contract;
- 30.7 Involvement of BIDDER's security guard(s) in robbery, theft, or other crimes and fraudulent acts at any field of the PROCURING ENTITY, as determined by findings in the investigation performed jointly by the PROCURING ENTITY and BIDDER, with the former as the Lead Investigator;
- 30.8 Loss of trust and confidence on the BIDDER for whatever cause; and,
- 30.9 In case of violation of any provisions of 29.1. to 29.8. above, the PROCURING ENTITY may initiate the blacklisting process in accordance with RA 9184.
- 31. The BIDDER shall pay an indemnification fee for loss of business opportunity due to the closure of the Bank or a halt in banking operations resulting from events directly caused or attributed to the BIDDER's security guards. The amount shall be based on the current total annual Business Unit Earnings (BUE) of the unit concerned divided by the number of working days for the year. The fee shall be collected by the Field Unit where the guard is assigned and will be charged against the billing of the BIDDER for the succeeding month.
- 32. The BIDDER shall conduct annual firearms proficiency training for the security guards assigned at the PROCURING ENTITY using their BIDDER-issued firearms. The BIDDER shall then submit the results of the training as well as the certificates issued by the training entity as proof of completion from the training to form part of the validation process conducted by the PROCURING ENTITY.
- 33. The BIDDER shall maintain a response team on a 24-hour basis to immediately act on any security situation at any field unit upon receipt of a notification from the PROCURING ENTITY. To this end, the BIDDER shall regularly submit to the PROCURING ENTITY the names and contact numbers of personnel in the response team.

### **Schedule/Location of Premise Guards Screening:**

•	NCR	LBP Plaza
•	Region 1	Baguio City
•	Region 2	Santiago, Isabela
•	Region 3A & 3B	San Fernando, Pampanga (Main Branch)
•	Region 4	
	For Rizal	
	For Cavite	
	> For Laguna	Lucena
	> For Quezon	
	For Batangas & Mindoro	·
	For Palawan	
•	Region 5	Legaspi
•	Region 6	Iloilo
•	Region 7	Cebu City
•	Region 8	Tacloban
•	Region 9	Zamboanga
•	Region 10	Cagayan de Oro
•	Region 11	Davao City
•	Region 12	Koronadal