



BID BULLETIN NO. 2
For LBP-HOBAC-ITB-GS-20170403-01

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


IMPLEMENTOR : **Procurement Department**

DATE : **August 24, 2017**

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 modifications, amendments or clarifications are as follows:

- The template for the computation of prices (Annex F) and frequency of branch inspection report (Annex G) have been added while the Terms of Reference (Annex A), Section VII (Specifications) & Checklist of the Bidding Documents (Items 3.f & 6) have been revised. Please see attached Annexes F-1 to F-61, G and the revised Annexes A-1 to A-8 and specific 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 **September 7, 2017, 11:00 A.M.** at the Procurement Department, 25th Floor, LANDBANK Plaza Building, 1598 M. H. Del Pilar corner Dr. Quintos Streets, Malate, Manila.


MA. VICTORIA C. VIRAY
Officer-In-Charge
Procurement Department

Specifications

| Specifications | Statement of Compliance | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <p style="text-align: center;">Two (2) years Security Guard Services for Various LANDBANK Branches and Extension Offices</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 10%;">Lot No.</th> <th style="width: 60%;">Area</th> <th style="width: 30%;">No. of Guards</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">1</td><td>North National Capital Region (NCR)</td><td style="text-align: center;">157</td></tr> <tr><td style="text-align: center;">2</td><td>South National Capital Region (NCR)</td><td style="text-align: center;">159</td></tr> <tr><td style="text-align: center;">3</td><td>LANDBANK Plaza and Other Installations</td><td style="text-align: center;">126</td></tr> <tr><td style="text-align: center;">4</td><td>Region XII</td><td style="text-align: center;">152</td></tr> <tr><td style="text-align: center;">5</td><td>Region III-A</td><td style="text-align: center;">89</td></tr> <tr><td style="text-align: center;">6</td><td>Region IV-B</td><td style="text-align: center;">91</td></tr> <tr><td style="text-align: center;">7</td><td>Region IV</td><td style="text-align: center;">76</td></tr> <tr><td style="text-align: center;">8</td><td>Region V</td><td style="text-align: center;">86</td></tr> <tr><td style="text-align: center;">9</td><td>Region III-B</td><td style="text-align: center;">62</td></tr> <tr><td style="text-align: center;">10</td><td>Region II</td><td style="text-align: center;">73</td></tr> </tbody> </table> | Lot No. | Area | No. of Guards | 1 | North National Capital Region (NCR) | 157 | 2 | South National Capital Region (NCR) | 159 | 3 | LANDBANK Plaza and Other Installations | 126 | 4 | Region XII | 152 | 5 | Region III-A | 89 | 6 | Region IV-B | 91 | 7 | Region IV | 76 | 8 | Region V | 86 | 9 | Region III-B | 62 | 10 | Region II | 73 | <p style="text-align: center;">Bidders must state below either “Comply” or “Not Comply” against each of the individual parameters of each specification.</p> <p>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)</p> <p style="text-align: center;">Please state here either “Comply” or “Not Comply”</p> |
| Lot No. | Area | No. of Guards | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 2 | South National Capital Region (NCR) | 159 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 7 | Region IV | 76 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 9 | Region III-B | 62 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | Region II | 73 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Per attached Revised Terms of Reference (8 pages).

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

- a) **Revised Terms of Reference signed in all pages by authorized representative/s.**
- b) Certified true copy of valid and current License to Operate issued by PNP-SOSIA.
- c) Certification of No Derogatory Records for the year 2016 by the PNP-SOSIA/Regional-SOSIA/PADPAO.
- d) Notarized certification from the bidder stating that:
 - i. It has at least five (5) years experience in providing security services since 2011;
 - ii. It has rendered security services to a bank (not earlier than 2011) duly authorized by the Bangko Sentral ng Pilipinas;
 - iii. It has deployed at least 200 guards as of December 31, 2016;
 - iv. It has at least 1:3 firearm to guard ratio on the existing guards as of December 31, 2016.
- e) Certified true copy/photocopy of all Firearms Licenses (in color).
- f) Certification from Firearm and Explosive Office (FED) that the above firearms of the bidder exist in the Firearm Information Management System (FIMS) Masterfile.
- g) At least two (2) Certificates of Satisfactory Performance from clients issued in 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.

Conforme:

Name of Bidder

**Signature over Printed Name of
Authorized Representative**

Position

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 Document**
 - 3.a PhilGEPS Certificate of Registration (Platinum Membership)
 - **Technical / Financial Documents**
 - 3.b 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). The duly signed form shall still be submitted even if the bidder has no on-going contract.
 - 3.c 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.d The prospective bidder's computation for its Net Financial Contracting Capacity (sample form - Form No. 5).
 - 3.e 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.f Revised Terms of Reference signed in all pages by authorized representative/s.

3.g Certified true copy of valid and current License to Operate issued by PNP-SOSIA.

3.h Certification of No Derogatory Records for the year 2016 issued by the PNP-SOSIA/Regional-SOSIA/PADPAO.

3.i Notarized certification from the bidder stating that:

- i. It has at least five (5) years experience in providing security services since 2011;
- ii. It has rendered security services to a bank (not earlier than 2011) duly authorized by the Bangko Sentral ng Pilipinas;
- iii. It has deployed at least 200 guards as of December 31, 2016;
- iv. It has at least 1:3 firearm to guard ratio on the existing guards as of December 31, 2016.

3.j Certified true copy/photocopy of all Firearms Licenses (in color).

3.k Certification from Firearm and Explosive Office (FED) that the above firearms of the bidder exist in the Firearm Information Management System (FIMS) Masterfile.

3.l At least (2) Certificates of Satisfactory Performance from clients issued in 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. 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 these documents during the bid opening 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 through EFPS; and

7.b Income Tax Return for 2016

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)
3. **Duly filled out breakdown of cost/cost distribution signed by the bidder's authorized representative (sample form – Annexes D-1 to D-27)**
4. **Duly filled out template for computation of prices signed by the bidder's authorized representative (sample form – Annexes F-1 to F-61)**

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

1. The **SUPPLIER** 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 **SUPPLIER** 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 **SUPPLIER** 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 **SUPPLIER** 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 **SUPPLIER** 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 **SUPPLIER**.
 - 2.5. Who are not related to any LBP employee up to the 3rd 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 **SUPPLIER** 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 driving/escort security services for field units with LBP owned armored vehicle; and,
- 2.8. Who have passed the screening and interview by the **PROCURING ENTITY**.
3. The **SUPPLIER** 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 **SUPPLIER** 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 **SUPPLIER** 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 **SUPPLIER** 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 **SUPPLIER** 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"**) and on a weekend upon a written request from the **SUPPLIER**. 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 **SUPPLIER** such as an inadequate number of guards for screening, subsequent interviews may be requested either at the Head Office or in other venues as determined by the **SUPPLIER**, in which all relevant and actual expenses of LANDBANK personnel shall then be on the account of the **SUPPLIER**.
10. At least seven (7) working days before the assumption of the contract and deployment of security guards by the **SUPPLIER**, 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 **SUPPLIER**, 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 **SUPPLIER** shall provide, at the minimum, each of the security guards on duty with duly licensed firearms issued in the name to the **SUPPLIER** 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 **SUPPLIER** 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 **SUPPLIER** 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.
 - 12.5. The **SUPPLIER** 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 **SUPPLIER** 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 **SUPPLIER** for the succeeding month after the discovery of the shortage/defect/s.

- 12.6. The **SUPPLIER**, subject to the approval of the **PROCURING ENTITY**, shall implement ~~rotation~~/reshuffling of Security Guards to areas of the same wage rate for at least once every contract year.
13. The **SUPPLIER** shall closely check and/or 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 **SUPPLIER** binds itself to conduct inspections on a weekly, bi-monthly or monthly basis as determined by the **PROCURING ENTITY (Annex "B")**. 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 **SUPPLIER**, 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 **SUPPLIER** 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 **SUPPLIER** shall establish and maintain effective liaising with the nearest police station/substation or precinct to ensure positive police response at all times.
15. The **SUPPLIER** 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.
16. The **SUPPLIER** shall comply with existing government laws, policies, rules and regulations governing its business and operations.
17. The security guards of the **SUPPLIER** 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 whatsoever.
18. The **SUPPLIER** 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.
19. The **SUPPLIER** 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 **SUPPLIER** 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 **SUPPLIER** 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 **SUPPLIER** 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 **SUPPLIER**;
 - 20.2. Investigation shall be performed jointly by the **PROCURING ENTITY** and the **SUPPLIER**, 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 **SUPPLIER** and payment thereof shall be sourced at the **PROCURING ENTITY**'s option, from the Performance Security or SURETY BOND or from the **SUPPLIER**'s receivables under the Contract for Security Services. The **SUPPLIER**'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 **SUPPLIER**'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 **SUPPLIER** shall pay the **PROCURING ENTITY** for the unpaid loss or damage within 10 days from written demand.
21. In any event, the **SUPPLIER** 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 **SUPPLIER** to present the Security Guard/s as witness/es on a scheduled hearing, the **PROCURING ENTITY** shall have recourse against the **SUPPLIER**'s Performance Security and receivables of the whole amount involved on a particular case that is subject of the investigation.
22. The **SUPPLIER** 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 **SUPPLIER** 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 **SUPPLIER** 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 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 **SUPPLIER** 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 **SUPPLIER** shall use the **PROCURING ENTITY**'s Deposit and ATM Payroll System as follows:
 - 24.1. The **SUPPLIER** 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 **SUPPLIER** 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 (PACSVL) which shall be covered by a separate Memorandum of Agreement (MOA) and executed before deployment.
25. The **SUPPLIER** 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 automatically in accordance with the new wage order. To this end, the **SUPPLIER** 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 **SUPPLIER**;
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 **SUPPLIER** shall release the hazard allowance to the guards not earlier than the 15th day of November and not later than the 20th 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 **SUPPLIER** only after resolution of all pending claims for losses and/or damages, if any.
30. This contract may be pre-terminated by the **PROCURING ENTITY** on any of the following grounds:
 - 29.1. Violation of or non-compliance by the **SUPPLIER** with any of the terms and conditions of the contract;
 - 29.2. Unsatisfactory or poor performance of security services as determined by the **PROCURING ENTITY**;
 - 29.3. Failure of the **SUPPLIER** 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**;

- 29.4. Failure of the **SUPPLIER** to submit inspection reports for four (4) successive reporting periods;
 - 29.5. Failure of the **SUPPLIER** to comply with the statutory benefits of the guards, i.e., prompt payment of 5-day incentive leave pay and 13th month pay, etc., and the grant of FREE (one set) UNIFORM for every year of satisfactory performance of its guards;
 - 29.6. In case of misrepresentation on material facts and documents during the bidding and after the award of contract;
 - 29.7. Involvement of **SUPPLIER**'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 **SUPPLIER**, with the former as the Lead Investigator;
 - 29.8. Loss of trust and confidence on the **SUPPLIER** for whatever cause; and,
 - 29.9. 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.
30. The **SUPPLIER** 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 **SUPPLIER'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 **SUPPLIER** for the succeeding month.
 31. The **SUPPLIER** shall conduct annual firearms proficiency training for the security guards assigned at the **PROCURING ENTITY** using their **SUPPLIER**-issued firearms. The **SUPPLIER** 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**.
 32. The **SUPPLIER** 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 **SUPPLIER** 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 -----
 - 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

Lucena

SPOT INSPECTION REPORT"

Frequency of Branch Inspection

| | MONTHLY | BI-MONTHLY | WEEKLY |
|---------------------------------|--------------------|--------------------|--------------------------|
| LBP Plaza & Other Installations | | | All the rest of branches |
| North NCR | | | |
| South NCR | | | |
| REGION II | Basco (Batanes) | | |
| | | Aparri | |
| | | Luna Apayao | |
| | | Sanchez Mira | |
| | | Tabuk | |
| | | Lagawe | |
| REGION 3B | | Baler | |
| REGION IV | | Quezon Area | |
| | | Candelaria | |
| | | Lucban | |
| | | Lucena | |
| | | Gumaca | |
| | | Infanta (Quezon) | |
| | | Mulanay | |
| REGION IV A | Coron | Puerto Princesa | |
| | | Puerto Princesa EO | |
| | | Brooke's Point | |
| REGION IV B | Calapan | | |
| | Pinamalayan | | |
| | Roxas EO (Mindoro) | | |
| | Mamburao | | |
| | Sablayan EO | | |
| | San Jose (Mindoro) | | |
| | Odiongan | | |
| | Boac (Marinduque) | | |
| REGION V | Virac | | |
| | Masbate | | |
| REGION XII | | | |