



**SUPPLEMENTAL/BID BULLETIN NO. 1
For LBP-HOBAC-ITB-GS-20191125-04**

PROJECT : One (1) Year Security Guard Services for Various LANDBANK Branches and Extension Offices:

- Lot 1 - LANDBANK Plaza and Other Installations
- Lot 2 - North National Capital Region Branches Group
- Lot 3 - South National Capital Region Branches Group
- Lot 4 - Region 2
- Lot 5 - Region 3-A
- Lot 6 - Region 3-B
- Lot 7 - Region 4
- Lot 8 - Region 4-B
- Lot 9 - Region 5
- Lot 10 - Region 10
- Lot 11 - Region 11

IMPLEMENTOR : Procurement Department

DATE : October 16, 2020

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

Modifications, amendments and/or clarifications:

- 1) The prospective bidder/s who will participate in the bidding for the above project are encouraged to use the Bid Securing Declaration as Bid Security.
- 2) Item Nos. 5 & 6 of the Invitation to Bid, ITB Clauses 9.1 & 24 of the Bid Data Sheet (Section III), Specifications (Section VII), Schedule of Prices for Lots 2 & 4 (Form No. 2), and Checklist of the Bidding Documents (Item Nos. 5, 8 & 13.1 to 13.6 of the Eligibility & Technical Components and Item Nos. 1 & 3 of the Financial Component) have been revised. Please see attached revised Annexes C-1 to C-10 and specific sections of the Bidding Documents.

Bidder's Queries/Clarifications	LANDBANK Responses
3) The bidder clarified on the following: a) Whether the bidder should secure certifications from PNP-SOSIA, Regional SOSIA, and PADPAO; or any of the three (3) certifications is deemed compliant with the requirement.	a) Certificates from SOSIA (Crame or Regional) and PADPAO are required.

<p>b) Whether the bidder should secure a certification from Regional SOSIA and whether Regional SOSIA referred to is the SOSIA where the project is to be implemented. (Example: NCR SOSIA for NCR project; Region 2 SOSIA for Region 2 project).</p> <p>c) Is there a template to be followed as to how the certification shall be notarized?</p> <p>d) Whether the computation of the NFCC must be at least equal to the ABC to be bid. Since an agency can only win three (3) lots, can the NFCC be computed based on the three (3) highest ABC?</p>	<p>b) Yes, if the Security Agency will bid for Region 2 only, the certificate issued by the Regional SOSIA covering the same area is acceptable. The same is true for all the other regions.</p> <p>c) The Security Agency, as the affiant, shall state in its affidavit that the certificate/s (as attachment/s) issued by the SOSIA/PADPAO is/are authentic and not altered.</p> <p>d) If a bidder is bidding for more than three (3) lots, the amount of its NFCC shall be at least equal to the total ABC of the biggest three (3) lots in terms of ABC that the said bidder is participating in.</p>
---	---


ALWIN I. REYES
Assistant Vice President
Head, Procurement Department and
HOBAC Secretariat



Land Bank of the Philippines

Invitation to Bid For

One (1) Year Security Guard Services for Various LANDBANK Branches and Extension Offices

1. The LAND BANK OF THE PHILIPPINES (LANDBANK), through its Corporate Budget for the contract approved by the Board of Directors for 2019 intends to apply the total sum of Three Hundred Thirty Two Million Eight Hundred Forty Six Thousand Six Hundred Twenty Pesos and 70/100 (P 332,846,620.70) being the Approved Budget for the Contract (ABC) to payments under the contract for the One (1) Year Security Guard Services for Various LANDBANK Branches and Extension Offices / LBP-HOBAC-ITB-GS-20191125-04, broken down as follows:

Lot No.	Area	No. of Guards	Approved Budget for the Contract
1	LANDBANK Plaza and Other Installations	176	P 61,709,648.27
2	North National Capital Region Branches Group (NCRBG)	180	49,536,048.31
3	South National Capital Region Branches Group (NCRBG)	180	51,418,753.08
4	Region 2	92	17,596,914.79
5	Region 3A	97	20,198,591.22
6	Region 3B	73	15,032,889.67
7	Region 4	75	13,421,235.51
8	Region 4B	116	24,061,882.16
9	Region 5	92	14,742,632.03
10	Region 10	146	33,948,449.96
11	Region 11	124	31,179,575.70

Bids received in excess of the above ABC shall be automatically rejected at bid opening.

2. The LANDBANK now invites bids for the One (1) Year Security Guard Services for Various LANDBANK Branches and Extension Offices. Delivery period is indicated in Section VI, Schedule of Requirements. Bidders should have completed, within the last five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Interested bidders may obtain further information from LANDBANK and inspect the Bidding Documents at the address given below during banking days, from 8:00 A.M. to 5:00 P.M.:

Procurement Department
Land Bank of the Philippines
25th Floor LANDBANK Plaza Building
1598 M.H. Del Pilar cor. Dr. J. Quintos Sts.
1004 Malate, Manila
lbphobac@mail.landbank.com

5. A complete set of Bidding Documents may be purchased by interested Bidders on October 2 to 23, 2020 from the address indicated above and upon payment of the cost of Bidding Documents in the amount as follows:

Lot	Area	Non-Refundable Fee
1	LANDBANK Plaza and Other Installations	P 30,900.00
2	North National Capital Region Branches Group (NCRBG)	24,800.00
3	South National Capital Region Branches Group (NCRBG)	25,800.00
4	Region 2	8,800.00
5	Region 3A	10,100.00
6	Region 3B	7,600.00
7	Region 4	6,800.00

	3	South National Capital Region Branches Group (NCRBG)	180	51,418,753.08
	4	Region 2	92	17,596,914.79
	5	Region 3A	97	20,198,591.22
	6	Region 3B	73	15,032,889.67
	7	Region 4	75	13,421,235.51
	8	Region 4B	116	24,061,882.16
	9	Region 5	92	14,742,632.03
	10	Region 10	146	33,948,449.96
	11	Region 11	124	31,179,575.70
	The name of the Project is One (1) Year Security Guard Services for Various LANDBANK Branches and Extension Offices			
3.1	No further instructions.			
5.1	Bidders should have no negative dealings with LANDBANK or its subsidiaries.			
5.2	Foreign bidders, falling under ITB Clause 5.2 (b) and/or doing business in the Philippines may participate in this Project provided they meet the requirements under Section 23.4.1.2 of the Revised IRR of RA 9184.			
5.4	<p>The Bidder must have completed, within the last five (5) years from the date of submission and receipt of bids, a single contract that is similar to this Project, equivalent to at least fifty (50%) percent of the ABC.</p> <p>For this purpose, similar contracts shall refer to contracts involving security guard services.</p> <p>Bidders must submit proof of their respective Single Largest Completed Contract. Proofs shall be:</p> <ul style="list-style-type: none"> • Copy of the contract or purchase order; or • Copy of official receipt/collection receipt or Certificate of Satisfactory Performance from bidder's client. 			
7	No further instructions.			
8.1	Subcontracting is not allowed.			
8.2	Not applicable.			
9.1	The LANDBANK will hold a Pre-Bid Conference on <u>October 9, 2020 – 1:40 PM</u> through videoconferencing using Microsoft (MS)			

8	Region 4B	12,100.00
9	Region 5	7,400.00
10	Region 10	17,000.00
11	Region 11	15,600.00

To obtain a PAO, interested Bidders shall send a request email to lbphobac@mail.landbank.com with subject "PAO - LBP-HOBAC-ITB-GS-20191125-04" as its subject. The specific instructions on how to pay the Bidding Documents Fee and receive the Bidding Documents shall be provided in the reply email of LANDBANK to the interested Bidders.

The Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the LANDBANK website provided that Bidders shall pay the corresponding cost of Bidding Documents not later than the submission of their bids

6. The LANDBANK will hold a Pre-Bid Conference on October 9, 2020 – 1:40 PM through videoconferencing using Microsoft (MS) Teams Application.

Bidders who would like to participate in the said conference must send a duly filled-up Pre-Bid Conference Registration (PBCR) Form (per attached Annex A) to lbphobac@mail.landbank.com on or before 12:00 PM of October 8, 2020. The PBCR Form can also be downloaded at the PhilGEPS website, LANDBANK website (<https://landbank.com/forms>) or requested from MS. MA. ANGELA Q. EMETERIO at MEMETERIO@mail.landbank.com and MQEMETERIO@gmail.com. Bidders shall quote "PBCR-ITB-GS-20191125-04" as the email's subject.

Bidders who have registered for the videoconferencing shall be provided with an e-mail invitation containing a link that would enable them to access the designated Microsoft Teams channel for the detailed procedures in the conduct of Pre-Bid Conference through videoconferencing, post messages therein and join the online meeting.

For new bidders, a briefing through video conferencing on salient provisions of the 2016 Revised Implementing Rules and Regulations of R.A. 9184 and pointers in the preparation of bid proposals will be conducted on October 8, 2020 – 2:00 PM through video conferencing using MS Teams application.

7. All bids shall be submitted electronically on or before the 10:00 A.M. deadline on October 23, 2020. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18. Only electronic bids that are successfully uploaded to the Secure File Transfer Facility of LANDBANK on or

before the deadline shall be accepted. Submission of physical bid (hard copy) shall not be accepted. The procedures that will be followed in the submission and opening of electronic bids are described in the Detailed Procedures in Submission and Opening of Electronic Bids per attached Annexes B-1 to B-8.

8. The LANDBANK reserves the right to (a) reject any and all bids at any time prior to the award of the contract; (b) waive any minor formal requirements in the bid documents; (c) accept such bids it may consider to be advantageous and beneficial to the Bank, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

Mr. Alwin I. Reyes
Assistant Vice President
Procurement Department
1598 M.H. Del Pilar cor. Dr. J. Quintos Sts.
1004 Malate, Manila
Tel. (+632) 8-522-0000 or 8-551-2200 local 7370
Fax (+632) 8-528-8587
Email lbphobac@mail.landbank.com

(signed)

ALEX A. LORAYES
Senior Vice President
Chairman, Bids and Awards Committee

Bid Data Sheet

ITB Clause																																					
1.1	The Procuring Entity is LAND BANK OF THE PHILIPPINES (LANDBANK).																																				
1.1	<p>The lots and references are:</p> <p style="text-align: center;">One (1) Year Security Guard Services for Various LANDBANK Branches and Extension Offices LBP-HOBAC-ITB-GS-20191125-04</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px auto;"> <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>LANDBANK Plaza and Other Installations</td><td style="text-align: center;">176</td></tr> <tr><td style="text-align: center;">2</td><td>North National Capital Region Branches Group (NCRBG)</td><td style="text-align: center;">180</td></tr> <tr><td style="text-align: center;">3</td><td>South National Capital Region Branches Group (NCRBG)</td><td style="text-align: center;">180</td></tr> <tr><td style="text-align: center;">4</td><td>Region 2</td><td style="text-align: center;">92</td></tr> <tr><td style="text-align: center;">5</td><td>Region 3A</td><td style="text-align: center;">97</td></tr> <tr><td style="text-align: center;">6</td><td>Region 3B</td><td style="text-align: center;">73</td></tr> <tr><td style="text-align: center;">7</td><td>Region 4</td><td style="text-align: center;">75</td></tr> <tr><td style="text-align: center;">8</td><td>Region 4B</td><td style="text-align: center;">116</td></tr> <tr><td style="text-align: center;">9</td><td>Region 5</td><td style="text-align: center;">92</td></tr> <tr><td style="text-align: center;">10</td><td>Region 10</td><td style="text-align: center;">146</td></tr> <tr><td style="text-align: center;">11</td><td>Region 11</td><td style="text-align: center;">124</td></tr> </tbody> </table>	Lot No.	Area	No. of Guards	1	LANDBANK Plaza and Other Installations	176	2	North National Capital Region Branches Group (NCRBG)	180	3	South National Capital Region Branches Group (NCRBG)	180	4	Region 2	92	5	Region 3A	97	6	Region 3B	73	7	Region 4	75	8	Region 4B	116	9	Region 5	92	10	Region 10	146	11	Region 11	124
Lot No.	Area	No. of Guards																																			
1	LANDBANK Plaza and Other Installations	176																																			
2	North National Capital Region Branches Group (NCRBG)	180																																			
3	South National Capital Region Branches Group (NCRBG)	180																																			
4	Region 2	92																																			
5	Region 3A	97																																			
6	Region 3B	73																																			
7	Region 4	75																																			
8	Region 4B	116																																			
9	Region 5	92																																			
10	Region 10	146																																			
11	Region 11	124																																			
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the LANDBANK Corporate Budget for the contract approved by the LANDBANK Board of Directors for 2019 in the amount of Three Hundred Thirty Two Million Eight Hundred Forty Six Thousand Six Hundred Twenty Pesos and 70/100 (P 332,846,620.70), broken down as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px auto;"> <thead> <tr> <th style="width: 8%;">Lot No.</th> <th style="width: 52%;">Area</th> <th style="width: 15%;">No. of Guards</th> <th style="width: 25%;">Approved Budget for the Contract</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>LANDBANK Plaza and Other Installations</td> <td style="text-align: center;">176</td> <td style="text-align: right;">P 61,709,648.27</td> </tr> <tr> <td style="text-align: center;">2</td> <td>North National Capital Region Branches Group (NCRBG)</td> <td style="text-align: center;">180</td> <td style="text-align: right;">49,536,048.31</td> </tr> </tbody> </table>	Lot No.	Area	No. of Guards	Approved Budget for the Contract	1	LANDBANK Plaza and Other Installations	176	P 61,709,648.27	2	North National Capital Region Branches Group (NCRBG)	180	49,536,048.31																								
Lot No.	Area	No. of Guards	Approved Budget for the Contract																																		
1	LANDBANK Plaza and Other Installations	176	P 61,709,648.27																																		
2	North National Capital Region Branches Group (NCRBG)	180	49,536,048.31																																		

	Group (NCRBG)		
	4	Region 2	92
	5	Region 3A	97
	6	Region 3B	73
	7	Region 4	75
	8	Region 4B	116
	9	Region 5	92
	10	Region 10	146
	11	Region 11	124
	The name of the Project is One (1) Year Security Guard Services for Various LANDBANK Branches and Extension Offices		
3.1	No further instructions.		
5.1	Bidders should have no negative dealings with LANDBANK or its subsidiaries.		
5.2	Foreign bidders, falling under ITB Clause 5.2 (b) and/or doing business in the Philippines may participate in this Project provided they meet the requirements under Section 23.4.1.2 of the Revised IRR of RA 9184.		
5.4	<p>The Bidder must have completed, within the last five (5) years from the date of submission and receipt of bids, a single contract that is similar to this Project, equivalent to at least fifty (50%) percent of the ABC.</p> <p>For this purpose, similar contracts shall refer to contracts involving security guard services.</p> <p>Bidders must submit proof of their respective Single Largest Completed Contract. Proofs shall be:</p> <ul style="list-style-type: none"> • Copy of the contract or purchase order; or • Copy of official receipt/collection receipt or Certificate of Satisfactory Performance from bidder's client. 		
7	No further instructions.		
8.1	Subcontracting is not allowed.		
8.2	Not applicable.		
9.1	The LANDBANK will hold a Pre-Bid Conference on <u>October 9, 2020 – 1:40 PM</u> through videoconferencing using Microsoft (MS) Teams Application.		

	<p>Bidders who would like to participate in the said conference must send a duly filled-up Pre-Bid Conference Registration (PBCR) Form (per attached Annex A) to lbphobac@mail.landbank.com on or before <u>12:00 PM of October 8, 2020</u>. The PBCR Form can also be downloaded at the PhilGEPS website, LANDBANK website (https://landbank.com/forms) or requested from MS. MA. ANGELA Q. EMETERIO at MEMETERIO@mail.landbank.com and MQEMETERIO@gmail.com. Bidders shall quote "PBCR-ITB-GS-20191125-04" as the email's subject.</p> <p>Bidders who have registered for the videoconferencing shall be provided with an e-mail invitation containing a link that would enable them to access the designated Microsoft Teams channel for the detailed procedures in the conduct of Pre-Bid Conference through videoconferencing, post messages therein and join the online meeting.</p> <p>For new bidders, a briefing through video conferencing on salient provisions of the 2016 Revised Implementing Rules and Regulations of R.A. 9184 and pointers in the preparation of bid proposals will be conducted on <u>October 8, 2020 – 2:00 PM</u> through video conferencing using MS Teams application.</p>
10.1	<p>The Procuring Entity's address is:</p> <p>Land Bank of the Philippines 25th Floor, LANDBANK Plaza Building 1598 M.H. Del Pilar corner Dr. J. Quintos Streets 1004 Malate, Manila www.landbank.com</p> <p>Contact person :</p> <p>Mr. Alwin I. Reyes Assistant Vice President Head, Procurement Department 1598 M.H. Del Pilar cor. Dr. J. Quintos Sts. 1004 Malate, Manila Tel. (+632) 8-522-0000 or 8-551-2200 local 7370 Fax (+632) 8-528-8587 lbphobac@mail.landbank.com</p>
12.1(a)	<p>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</p>

	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 the last five (5) years prior to the deadline for the submission and receipt of bids.																																																
13.1	Bidders are required to use the Bid Form provided in Section VIII. Bid Form (use Form Nos.1 and 2).																																																
13.1(b)	No further instructions.																																																
13.1(c)	No further instructions.																																																
13.2	<p>The Approved Budget for the Contract (ABC) is Three Hundred Thirty Two Million Eight Hundred Forty Six Thousand Six Hundred Twenty Pesos and 70/100 (P 332,846,620.70), broken down as follows:</p> <table border="1"> <thead> <tr> <th>Lot No.</th> <th>Area</th> <th>No. of Guards</th> <th>Approved Budget for the Contract</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>LANDBANK Plaza and Other Installations</td> <td>176</td> <td>P 61,709,648.27</td> </tr> <tr> <td>2</td> <td>North National Capital Region Branches Group (NCRBG)</td> <td>180</td> <td>49,536,048.31</td> </tr> <tr> <td>3</td> <td>South National Capital Region Branches Group (NCRBG)</td> <td>180</td> <td>51,418,753.08</td> </tr> <tr> <td>4</td> <td>Region 2</td> <td>92</td> <td>17,596,914.79</td> </tr> <tr> <td>5</td> <td>Region 3A</td> <td>97</td> <td>20,198,591.22</td> </tr> <tr> <td>6</td> <td>Region 3B</td> <td>73</td> <td>15,032,889.67</td> </tr> <tr> <td>7</td> <td>Region 4</td> <td>75</td> <td>13,421,235.51</td> </tr> <tr> <td>8</td> <td>Region 4B</td> <td>116</td> <td>24,061,882.16</td> </tr> <tr> <td>9</td> <td>Region 5</td> <td>92</td> <td>14,742,632.03</td> </tr> <tr> <td>10</td> <td>Region 10</td> <td>146</td> <td>33,948,449.96</td> </tr> <tr> <td>11</td> <td>Region 11</td> <td>124</td> <td>31,179,575.70</td> </tr> </tbody> </table>	Lot No.	Area	No. of Guards	Approved Budget for the Contract	1	LANDBANK Plaza and Other Installations	176	P 61,709,648.27	2	North National Capital Region Branches Group (NCRBG)	180	49,536,048.31	3	South National Capital Region Branches Group (NCRBG)	180	51,418,753.08	4	Region 2	92	17,596,914.79	5	Region 3A	97	20,198,591.22	6	Region 3B	73	15,032,889.67	7	Region 4	75	13,421,235.51	8	Region 4B	116	24,061,882.16	9	Region 5	92	14,742,632.03	10	Region 10	146	33,948,449.96	11	Region 11	124	31,179,575.70
Lot No.	Area	No. of Guards	Approved Budget for the Contract																																														
1	LANDBANK Plaza and Other Installations	176	P 61,709,648.27																																														
2	North National Capital Region Branches Group (NCRBG)	180	49,536,048.31																																														
3	South National Capital Region Branches Group (NCRBG)	180	51,418,753.08																																														
4	Region 2	92	17,596,914.79																																														
5	Region 3A	97	20,198,591.22																																														
6	Region 3B	73	15,032,889.67																																														
7	Region 4	75	13,421,235.51																																														
8	Region 4B	116	24,061,882.16																																														
9	Region 5	92	14,742,632.03																																														
10	Region 10	146	33,948,449.96																																														
11	Region 11	124	31,179,575.70																																														

	Any bid with a financial component exceeding this amount shall not be accepted.																						
15.4(a)(iv)	Please refer to Clause 6.2 of the Special Conditions of the Contract for the incidental services required.																						
15.4(b)	Please refer to Clause 6.2 of the Special Conditions of the Contract for the incidental services required. The price of the Goods shall be quoted DDP specified delivery site/s.																						
16.1(b)	The Bid Prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.																						
16.3	No further instructions.																						
17.1	Bids will be valid until 120 calendar days from date of opening of bids.																						
18.1	The bid security shall be limited to Bid Securing Declaration or any other form in accordance with the following minimum amount:																						
	Form of Bid Security	Minimum Amount of Bid Security																					
	(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank;	<table border="0"> <tr><td>Lot 1</td><td>P1,234,192.97</td></tr> <tr><td>Lot 2</td><td>990,720.97</td></tr> <tr><td>Lot 3</td><td>1,028,375.06</td></tr> <tr><td>Lot 4</td><td>351,938.30</td></tr> <tr><td>Lot 5</td><td>403,971.82</td></tr> <tr><td>Lot 6</td><td>300,657.80</td></tr> <tr><td>Lot 7</td><td>268,424.71</td></tr> <tr><td>Lot 8</td><td>481,237.64</td></tr> <tr><td>Lot 9</td><td>294,852.64</td></tr> <tr><td>Lot 10</td><td>678,967.00</td></tr> <tr><td>Lot 11</td><td>623,591.51</td></tr> </table>	Lot 1	P1,234,192.97	Lot 2	990,720.97	Lot 3	1,028,375.06	Lot 4	351,938.30	Lot 5	403,971.82	Lot 6	300,657.80	Lot 7	268,424.71	Lot 8	481,237.64	Lot 9	294,852.64	Lot 10	678,967.00	Lot 11
Lot 1	P1,234,192.97																						
Lot 2	990,720.97																						
Lot 3	1,028,375.06																						
Lot 4	351,938.30																						
Lot 5	403,971.82																						
Lot 6	300,657.80																						
Lot 7	268,424.71																						
Lot 8	481,237.64																						
Lot 9	294,852.64																						
Lot 10	678,967.00																						
Lot 11	623,591.51																						
(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 Universal or Commercial Bank, if issued by a foreign bank; and																							

	<p>(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.</p>	<table> <tr><td>Lot 1</td><td>P3,085,482.41</td></tr> <tr><td>Lot 2</td><td>2,476,802.42</td></tr> <tr><td>Lot 3</td><td>2,570,937.65</td></tr> <tr><td>Lot 4</td><td>879,845.74</td></tr> <tr><td>Lot 5</td><td>1,009,929.56</td></tr> <tr><td>Lot 6</td><td>751,644.48</td></tr> <tr><td>Lot 7</td><td>671,061.78</td></tr> <tr><td>Lot 8</td><td>1,203,094.11</td></tr> <tr><td>Lot 9</td><td>737,131.60</td></tr> <tr><td>Lot 10</td><td>1,697,422.50</td></tr> <tr><td>Lot 11</td><td>1,558,978.79</td></tr> </table>	Lot 1	P3,085,482.41	Lot 2	2,476,802.42	Lot 3	2,570,937.65	Lot 4	879,845.74	Lot 5	1,009,929.56	Lot 6	751,644.48	Lot 7	671,061.78	Lot 8	1,203,094.11	Lot 9	737,131.60	Lot 10	1,697,422.50	Lot 11	1,558,978.79
Lot 1	P3,085,482.41																							
Lot 2	2,476,802.42																							
Lot 3	2,570,937.65																							
Lot 4	879,845.74																							
Lot 5	1,009,929.56																							
Lot 6	751,644.48																							
Lot 7	671,061.78																							
Lot 8	1,203,094.11																							
Lot 9	737,131.60																							
Lot 10	1,697,422.50																							
Lot 11	1,558,978.79																							
<ol style="list-style-type: none"> 1. If bid security is in the form of cash, a bidder is required to secure an electronic Payment Acceptance Order (PAO) from LANDBANK Procurement Department. The electronic PAO shall then be printed and presented to the Teller at any of the LANDBANK Branches together with the corresponding cash. The LANDBANK Teller shall issue a machine validated Official Receipt (OR) evidencing payment of the bid security. A scanned copy of the Official Receipt shall be included in the Eligibility and Technical Proposal/Documents. 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. The physical check must be delivered to and received by LANDBANK-Procurement Department not later than the following banking day after the opening of bids. 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 Standby 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: <ol style="list-style-type: none"> (a) CBD 2 – 18th Floor, LANDBANK Plaza Building Telephone No. 405-7345 local 2117 (For Assets 1 Billion and up) (b) SME-MLD 2 – 18th Floor, LANDBANK Plaza Building 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 																								

	<p>blacklisted firms.</p> <p>The surety bond may be secured through LANDBANK Insurance Brokerage, Inc. (LIBI) with the following contact details:</p> <p>(a) LIBI-Forex 14th Floor, LANDBANK Plaza Building Telephone No. 710-7114 (Every Tuesday and Thursday)</p> <p>(b) 12th Floor, SSHG Law Center Building 105 Paseo de Roxas, Legaspi Village Makati City Telephone Nos. 812-4911 and 867-1064.</p> <p>Surety bonds with the following or similar conditions/phrases shall not be accepted:</p> <p>(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</p> <p>(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".</p> <p>6. If in the form of Bid Securing Declaration, the attached form (Form No. 8) must be used.</p>
18.2	The bid security shall be valid until 120 calendar days from date of opening bids.

20

The prospective bidder/s who would like to participate in the bidding for the above project must send a duly filled-up LBP Secure File Transfer Facility (SFTF) User Registration Form to lbphobac@mail.landbank.com on or before **2:00 PM** a day before the scheduled bid opening.

The electronic bid shall be submitted by uploading the same in the LBP SFTF (please refer to the Guide in Accessing LBP Secure File Transfer Facility per attached Annexes B-4 to B-6.

Electronic bids received after the set deadline basing on the date and time on the electronic folders of bidders shall not be accepted by the HOBAC. Thus, bidders are requested to upload their electronic bids at least two (2) hours before the set deadline.

The electronic bid consisting of two copies/files shall be labelled with bidder's *assigned* short name, last six (7) digits of the bidding reference number including the parenthesis if there are any, and bid copy number, each separated with a dash sign. Thus, for a project with bidding reference number LBPHOBAC-ITB-GS-20191125-04 that XYZ Company wants to bid on, the archived files shall be labelled as XYZ-112504-C1 and XYZ-112504-C2. The archived files shall be generated using either WinZip, 7-zip or WinRAR and password-protected.

Each of the above mentioned archived files shall contain the Technical Component and Financial Component files. The PDF files shall be labelled as above plus the word "Tech" or "Fin" in the case of the Technical Component and Financial Component, respectively. Thus, using the above example, XYZ-112504-C1 shall contain the PDF files labelled XYZ-112504-C1-Tech and XYZ-112504-C1-Fin while XYZ-112504-C2 shall contain the PDF files labelled XYZ-112504-C2-Tech and XYZ-112504-C2-Fin.

All the required documents for each component of the bid shall be in one (1) PDF file and sequentially arranged as indicated in the Checklist of Bidding Documents. The documents must be signed by the authorized signatory/ies when required in the form.

Each of the archived files and the PDF files shall be assigned with a different password and these passwords shall be disclosed by the bidder only upon the instruction of HOBAC during the actual bid opening.

Electronic bids that are not assembled, labelled and password-protected in accordance with these procedures shall not be

	<p>rejected/disqualified but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The HOBAC/LANDBANK shall assume no responsibility for the non-opening or premature opening of the contents of the improperly assembled, labelled and password-protected electronic bid.</p> <p>The prospective bidder shall receive an acknowledgement receipt via email <i>after</i> successful uploading of its/his electronic bid. If no email is received within one (1) hour after successful uploading, the bidder shall call the HOBAC Secretariat at (02) 8522-0000 local 2609 to confirm whether the submission has been received, and if so, request for the acknowledgment of receipt of the electronic bid.</p>
20.3	Each Bidder shall submit two (2) sets of electronic bids (archived files) labeled in accordance with the instructions described in ITB Clause 20 above.
21	All bids shall be submitted electronically on or before the 10:00 A.M. deadline on <u>October 23, 2020</u> . All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18. Only electronic bids that are successfully uploaded to the Secure File Transfer Facility of LANDBANK on or before the deadline shall be accepted. Submission of physical bid (hard copy) shall not be accepted. The procedures that will be followed in the submission and opening of electronic bids are described in the Detailed Procedures in Submission and Opening of Electronic Bids per attached Annexes B-1 to B-8.
23	In case of modification of bid, the qualifier "Mod" and a numeric counter indicating the number of times that the bid had been modified shall be added at the end of the filenames of both the archived and PDF files (e.g. First Modification: XYZ-112504-C1-Mod containing XYZ-112504-C1-Tech-Mod and XYZ-112504-C1-Fin-Mod and Second Modification: XYZ-112504-C2-Mod1, containing XYZ-112504-C2-Tech-Mod1 and XYZ-112504-C2-Fin-Mod1)
24	<p>On the bid opening date, the bidder shall confirm its/his participation in the online meeting with the HOBAC Secretariat at least one (1) hour before the scheduled meeting. The bidder shall be able to log in into MS Teams and join the Waiting Room of the HOBAC meeting. Only one account/connection per participating bidder shall be allowed to join the meeting. If the bidder has more than one (1) representative, the said representatives may take turns in using the allowed account/connection.</p> <p>Projects with participating bidders in attendance shall be given priority in the queuing.</p>

Upon the instruction of the HOBAC Chairperson to start the bid opening activity, the HOBAC Secretariat connects the participating bidder/s to the videoconferencing/group calling session. The HOBAC Secretariat shall record the session and act as Moderator of the meeting all throughout.

In case a bidder cannot connect to the videoconferencing via MS Teams application, the HOBAC Secretariat shall contact the bidder concerned through its registered mobile phone/landline telephone up to a maximum of three (3) call attempts with five (5) minutes interval after each call attempt. A text message advising the bidder that the public bidding has already started will also be sent by the HOBAC Secretariat. If the HOBAC Secretariat still cannot contact the bidder after the said allowable call attempts or the bidder is unable to contact the HOBAC Secretariat to provide the passwords needed to open its electronic bids when required by the HOBAC, the bidder concerned shall be disqualified from further participating in the bidding process.

Once the connections are in place, the HOBAC, with the assistance of the HOBAC Secretariat, retrieves the archived file from the LBP SFTF and opens the same. The Technical Proposal shall be opened first. Upon instruction from the HOBAC, the bidder concerned shall disclose the passwords for the archived file and the PDF file of the Technical Component.

In case an archived/PDF file fails to open due to a wrong password, the specific bidder shall be allowed to provide the HOBAC with passwords up to five (5) times only. The same number of attempts shall apply to Copy 2 of the bid, in case there is a need to open it. If the archived/PDF file still could not be opened after the maximum allowable attempts, the bidder concerned shall be disqualified from further participating in the bidding process.

The HOBAC then determines the eligibility and compliance with the technical requirements of the specific bidder using a nondiscretionary "pass/fail" criterion. Only bidders that have been rated "Passed" shall be allowed to participate in the succeeding stages of the bidding process.

The HOBAC, with the assistance of the HOBAC Secretariat, shall then open the Financial Components of those bidders that have been rated "Passed". Upon instruction from the HOBAC, the bidder concerned shall disclose the password for its/his Financial Component.

	<p>The HOBAC, with the assistance of the HOBAC Secretariat, conducts bid evaluation and ranking of the bids. The results of bid evaluation and ranking shall be recorded in the Abstract of Bids, which shall be signed by the HOBAC Members and Observers. The result of evaluation and ranking shall also be announced to the participants.</p> <p>The retrieval and opening of the electronic bids, page-by-page review of documents and the results of the bid evaluation and ranking shall be shown to the participants through the screen sharing feature of MS Teams.</p> <p>The access of the bidders to the videoconferencing/calling session shall be terminated once the Chairperson has declared that the bid opening activity for a specific project has been finished.</p>																																				
24.2	No further instructions.																																				
24.3	No further instructions.																																				
27.1	No further instructions.																																				
28.3	<p>All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal in any or all lots and; evaluation and contract award will 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.</p> <table border="1" data-bbox="459 1144 1390 1861"> <thead> <tr> <th data-bbox="459 1144 544 1227">Lot No.</th> <th data-bbox="544 1144 1002 1227">Area</th> <th data-bbox="1002 1144 1123 1227">No. of Guards</th> <th data-bbox="1123 1144 1390 1227">Approved Budget for the Contract</th> </tr> </thead> <tbody> <tr> <td data-bbox="459 1227 544 1328">1</td> <td data-bbox="544 1227 1002 1328">LANDBANK Plaza and Other Installations</td> <td data-bbox="1002 1227 1123 1328">176</td> <td data-bbox="1123 1227 1390 1328">P 61,709,648.27</td> </tr> <tr> <td data-bbox="459 1328 544 1429">2</td> <td data-bbox="544 1328 1002 1429">North National Capital Region Branches Group (NCRBG)</td> <td data-bbox="1002 1328 1123 1429">180</td> <td data-bbox="1123 1328 1390 1429">49,536,048.31</td> </tr> <tr> <td data-bbox="459 1429 544 1529">3</td> <td data-bbox="544 1429 1002 1529">South National Capital Region Branches Group (NCRBG)</td> <td data-bbox="1002 1429 1123 1529">180</td> <td data-bbox="1123 1429 1390 1529">51,418,753.08</td> </tr> <tr> <td data-bbox="459 1529 544 1592">4</td> <td data-bbox="544 1529 1002 1592">Region 2</td> <td data-bbox="1002 1529 1123 1592">92</td> <td data-bbox="1123 1529 1390 1592">17,596,914.79</td> </tr> <tr> <td data-bbox="459 1592 544 1657">5</td> <td data-bbox="544 1592 1002 1657">Region 3A</td> <td data-bbox="1002 1592 1123 1657">97</td> <td data-bbox="1123 1592 1390 1657">20,198,591.22</td> </tr> <tr> <td data-bbox="459 1657 544 1722">6</td> <td data-bbox="544 1657 1002 1722">Region 3B</td> <td data-bbox="1002 1657 1123 1722">73</td> <td data-bbox="1123 1657 1390 1722">15,032,889.67</td> </tr> <tr> <td data-bbox="459 1722 544 1787">7</td> <td data-bbox="544 1722 1002 1787">Region 4</td> <td data-bbox="1002 1722 1123 1787">75</td> <td data-bbox="1123 1722 1390 1787">13,421,235.51</td> </tr> <tr> <td data-bbox="459 1787 544 1861">8</td> <td data-bbox="544 1787 1002 1861">Region 4B</td> <td data-bbox="1002 1787 1123 1861">116</td> <td data-bbox="1123 1787 1390 1861">24,061,882.16</td> </tr> </tbody> </table>	Lot No.	Area	No. of Guards	Approved Budget for the Contract	1	LANDBANK Plaza and Other Installations	176	P 61,709,648.27	2	North National Capital Region Branches Group (NCRBG)	180	49,536,048.31	3	South National Capital Region Branches Group (NCRBG)	180	51,418,753.08	4	Region 2	92	17,596,914.79	5	Region 3A	97	20,198,591.22	6	Region 3B	73	15,032,889.67	7	Region 4	75	13,421,235.51	8	Region 4B	116	24,061,882.16
Lot No.	Area	No. of Guards	Approved Budget for the Contract																																		
1	LANDBANK Plaza and Other Installations	176	P 61,709,648.27																																		
2	North National Capital Region Branches Group (NCRBG)	180	49,536,048.31																																		
3	South National Capital Region Branches Group (NCRBG)	180	51,418,753.08																																		
4	Region 2	92	17,596,914.79																																		
5	Region 3A	97	20,198,591.22																																		
6	Region 3B	73	15,032,889.67																																		
7	Region 4	75	13,421,235.51																																		
8	Region 4B	116	24,061,882.16																																		

	9	Region 5	92	14,742,632.03
	10	Region 10	146	33,948,449.96
	11	Region 11	124	31,179,575.70
	<p>Bidders can bid in all lots but can win only a maximum of three (3) lots [first three (3) big lots in terms of the Approved Budget for the Contract (ABC)]. Bidders which are current suppliers of LANDBANK for security guard services shall be allowed to win additional lots, provided, the total lots in their on-going contracts plus those that they will win in this bidding shall not exceed five (5) lots during contract implementation. As an example, bidders with existing contracts for three (3) lots/Regions with LANDBANK shall be allowed to win only two (2) lots in this bidding. The corresponding payment for the bidding documents made by the bidder/s which submitted the Lowest Bid but will not be declared as the Lowest Calculated Bid because of these rules shall be returned and processed upon submission of the original Official Receipt (OR) to LANDBANK – Procurement Department.</p>			
28.3(a)	The goods are grouped in a single lot and the lot shall not be divided further into sub-lots for the purpose of bidding, evaluation and contract award			
28.4	No further instructions.			
29.2	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.			
32.4(f)	No further instructions.			
33.2	<p>If in the form of Standby 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:</p> <ul style="list-style-type: none"> a. CBD 2 – 18th Floor, LANDBANK Plaza Building Telephone No. 405-7345 local 2117 (For Assets 1 Billion and up) b. SME-MLD 2 – 18th Floor, LANDBANK Plaza Building Telephone No. 405-7431 local 7431 (For Assets below 1 Billion) 			

Section VII. Specifications

<p style="text-align: center;">Specifications</p>	<p>Bidders must state below either “Comply” or “Not Comply” against each of the individual parameters of each specification stating the corresponding performance parameter of the equipment offered.</p> <p>Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).</p>																																				
<p style="text-align: center;">One (1) Year 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 style="text-align: center;">LANDBANK Plaza and Other Installations</td> <td style="text-align: center;">176</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">North National Capital Region Branches Group (NCRBG)</td> <td style="text-align: center;">180</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">South National Capital Region Branches Group (NCRBG)</td> <td style="text-align: center;">180</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">Region 2</td> <td style="text-align: center;">92</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">Region 3A</td> <td style="text-align: center;">97</td> </tr> <tr> <td style="text-align: center;">6</td> <td style="text-align: center;">Region 3B</td> <td style="text-align: center;">73</td> </tr> <tr> <td style="text-align: center;">7</td> <td style="text-align: center;">Region 4</td> <td style="text-align: center;">75</td> </tr> <tr> <td style="text-align: center;">8</td> <td style="text-align: center;">Region 4B</td> <td style="text-align: center;">116</td> </tr> <tr> <td style="text-align: center;">9</td> <td style="text-align: center;">Region 5</td> <td style="text-align: center;">92</td> </tr> <tr> <td style="text-align: center;">10</td> <td style="text-align: center;">Region 10</td> <td style="text-align: center;">146</td> </tr> <tr> <td style="text-align: center;">11</td> <td style="text-align: center;">Region 11</td> <td style="text-align: center;">124</td> </tr> </tbody> </table> <p style="margin-top: 10px;">Per attached revised Terms of Reference (Annexes C-1 to C-10)</p>	Lot No.	Area	No. of Guards	1	LANDBANK Plaza and Other Installations	176	2	North National Capital Region Branches Group (NCRBG)	180	3	South National Capital Region Branches Group (NCRBG)	180	4	Region 2	92	5	Region 3A	97	6	Region 3B	73	7	Region 4	75	8	Region 4B	116	9	Region 5	92	10	Region 10	146	11	Region 11	124	<p style="text-align: center;">Please state here either “Comply” or “Not Comply”</p>
Lot No.	Area	No. of Guards																																			
1	LANDBANK Plaza and Other Installations	176																																			
2	North National Capital Region Branches Group (NCRBG)	180																																			
3	South National Capital Region Branches Group (NCRBG)	180																																			
4	Region 2	92																																			
5	Region 3A	97																																			
6	Region 3B	73																																			
7	Region 4	75																																			
8	Region 4B	116																																			
9	Region 5	92																																			
10	Region 10	146																																			
11	Region 11	124																																			

For current and past suppliers of security guards services for LANDBANK, they must have satisfactory performance in their dealings with LANDBANK for the past twelve (12) months (reckoned from the date of issuance of the Certificate of Satisfactory Performance).

The following documents/requirements shall be included in the Eligibility and Technical Component (PDF File):

1. Terms of Reference signed in all pages by authorized representative/s.
2. **Notarized statement from the bidder that the following are valid and any false statements shall result in sanctions covered by the Procurement Law:**
 - a) Copy (in color ink) of all firearms licenses are under the ownership of the bidder;
 - b) Certification from the Firearms and Explosives Office (FEO) that the bidder's firearms existed in the Firearms Information Management System (FIMS) Masterfile;
 - c) Certificate of "No Derogatory Records" not later than CY2019 by the PNP-SOSIA/Regional SOSIA/PAD PAO;
 - d) Not less than two (2) Certificates of Satisfactory Performance from its clients not earlier than CY2019;
 - e) Copy (in color ink) of the bidder's License to Operate;
 - f) Has deployed with at least 1:3 firearm-toguard ration in any case for about 200 security guards as of December 31, 2019.
3. Certificate of Satisfactory Performance issued by the Head, Security Department (SD) not earlier than thirty (30) calendar days prior to the deadline of submission of bid (applicable only for current and past suppliers of security guards services for LANDBANK). The Certificate shall still be subject to verification during post-qualification of bid.

Note: Certificate of Satisfactory Performance shall be requested in writing from AVP Romulo E. Sapidula of SD at LANDBANK Plaza, Malate, Manila with telephone number 8-522-0000 loc. 2324, at least five (5) working days prior to the submission of bid.

Conforme:

Name of Bidder

Signature Over Printed Name of
Authorized Representative

Position

Form No. 2

SCHEDULE OF PRICES – Lot No. 2 (North NCR Branches Group)

Table 1. Breakdown of Approved Budget for the Contract for One (1) year Security Service

Qty. No. of Guards	LANDBANK Region/Area	Day Wage A (in Peso)	Administrative Overhead B (in Peso)	VAT 12% of B C (in Peso)	Total for 1 Year (A + B + C) D (in Peso)
180	North NCR Branches Group	P 40,470,627.72	P 8,094,125.51	P 971,295.08	

Table 2. Breakdown of Financial Bid

Qty. No. of Guards	LBP Region/Area	Day Wage A (in Peso)	Administrative Overhead B (in Peso)	VAT 12% of B C (in Peso)	Total for 1 Year (A + B + C) D (in Peso)
180	North NCR Branches Group	P 40,470,627.72			

In case of discrepancies on the bidder's schedule of prices, the controlling figures are the detailed computations.

Total _____ Lot _____ Bid _____ in
 Words: _____

NOTES:

1. Approved Budget is based on Wage Order No. NCR-22 at 7-days and 5-days work per week (Annex F-1).
2. The number of security guards (180) 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.
3. Payment shall be based on actual number of guards deployed and services rendered.
4. **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 F-2 to F-7 must also be submitted/attached to this Schedule of Prices.**
5. Subsequent wage orders shall be incorporated accordingly in the contract in so far as the salary and/or benefits of guards are concerned; there shall be no adjustment on Administrative Overhead throughout the life of the contract.
6. Terms, conditions and provisions of the attached Terms of Reference shall apply.

Name of Bidder

*Signature over Printed Name of
Authorized Representative*

Position

Please credit payment to:

Account Name: _____

Account Number: _____

LBP Branch: _____

Form No. 2

SCHEDULE OF PRICES – Lot No. 4 (Region 2)

Table 1. Breakdown of Approved Budget for the Contract for One (1) year Security Service

Qty. No. of Guards	LANDBANK Region/Area	Day Wage A (in Peso)	Administrative Overhead B (in Peso)	VAT 12% of B C (in Peso)	Total for 1 Year (A + B + C) D (in Peso)
92	Region 2	P 14,376,564.36	P 2,875,312.87	P 345,037.56	

Table 2. Breakdown of Financial Bid

Qty. No. of Guards	LBP Region/Area	Day Wage A (in Peso)	Administrative Overhead B (in Peso)	VAT 12% of B C (in Peso)	Total for 1 Year (A + B + C) D (in Peso)
92	Region 2	P 14,376,564.36			

In case of discrepancies on the bidder's schedule of prices, the controlling figures are the detailed computations.

Total _____ Lot _____ Bid _____ in
 Words: _____

NOTES:

1. Approved Budget is based on Wage Order Nos. RTWPB-02-19 and NCR-22 at 7-days and 5-days work per week (Annexes H-1 & H-2).
2. The number of security guards (92) 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.
3. Payment shall be based on actual number of guards deployed and services rendered.
4. 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 H-3 to H-5 must also be submitted/attached to this Schedule of Prices.
5. Subsequent wage orders shall be incorporated accordingly in the contract in so far as the salary and/or benefits of guards are concerned; there shall be no adjustment on Administrative Overhead throughout the life of the contract.
6. Terms, conditions and provisions of the attached Terms of Reference shall apply.

Name of Bidder

Signature over Printed Name of
Authorized Representative

Position

Please credit payment to:

Account Name: _____

Account Number: _____

LBP Branch: _____

Checklist of Bidding Documents for Procurement of Goods and Services

Documents should be arranged as per this Checklist. Kindly provide guides or dividers with appropriate labels.

Eligibility and Technical Component (PDF File)

- **The Eligibility and Technical Component shall contain documents sequentially arranged as follows:**

- **Eligibility Documents – Class “A”**

Legal Eligibility Documents

1. PhilGEPS Certificate of Registration under Platinum Membership (all documents enumerated in its Annex A must be updated); or all of the following:
 - 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/business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or equivalent document for Exclusive Economic Zones or Areas; and
 - Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.

Technical Eligibility Documents

2. Duly notarized Secretary's Certificate attesting that the signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, if the prospective bidder is a corporation, partnership, cooperative, or joint venture (sample form - Form No. 7).
3. Duly notarized Omnibus Sworn Statement (sample form - Form No.6).
4. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the last five (5) years from the date of submission and receipt of bids. The statement shall include all information required in the sample form (Form No. 3).
5. 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 sample form (Form No. 4).

6. Bid security in the prescribed form, amount and validity period (ITB Clause 18.1 of the Bid Data Sheet).
7. Section VI - Schedule of Requirements with signature of bidder's authorized representative.
8. **Revised Section VII - Specifications with response on compliance and signature of bidder's authorized representative.**

Financial Eligibility Documents

9. 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.
10. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) following the sample form (Form No. 5), or in the case of Procurement of Goods, a committed Line of Credit from a Universal or Commercial Bank.

○ **Eligibility Documents – Class "B"**

11. Valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit its legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance, provided, that the partner responsible to submit the NFCC shall likewise submit the statement of all its ongoing contracts and Audited Financial Statements.

○ **Technical Documents**

12. Terms of Reference signed in all pages by authorized representative/s.
13. **Notarized statement from the bidder that the following are valid and any false statements shall result in sanctions covered by the Procurement Law:**
 - 13.1 **Copy (in color ink) of all firearms licenses are under the ownership of the bidder;**
 - 13.2 **Certification from the Firearms and Explosives Office (FEO) that the bidder's firearms existed in the Firearms Information Management System (FIMS) Masterfile;**
 - 13.3 **Certificate of "No Derogatory Records" not later than CY2019 by the PNP-SOSIA/Regional SOSIA/PAD PAO;**
 - 13.4 **Not less than two (2) Certificates of Satisfactory Performance from its clients not earlier than CY2019;**
 - 13.5 **Copy (in color ink) of the bidder's License to Operate;**

13.6 Has deployed with at least 1:3 firearm-to-guard ratio in any case for about 200 security guards as of December 31, 2019.

14. Certificate of Satisfactory Performance issued by the Head, Security Department (SD) not earlier than thirty (30) calendar days prior to the deadline of submission of bid (applicable only for current and past suppliers of security guards services). The Certificate shall still be subject to verification during post-qualification of bid.
- **Post-Qualification Documents – (Non-submission of the following documents may result in bidder's post-disqualification):**
15. 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 EFPS.
 16. Latest Income Tax Return filed manually or through EFPS.

Financial Component (PDF File)

•The Financial Component shall contain the documents sequentially arranged as follows:

1. **Duly filled out Bid Form signed by the bidder's authorized representative (sample form - Form No.1)**
2. **Duly filled out Revised Schedule of Prices signed by the bidder's authorized representative (sample form - Form No.2)**
3. **Detailed breakdown of costs per attached Annexes E to O.**

TERMS OF REFERENCE
ONE (1) 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 with a spare unit 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. Likewise, **SUPPLIER** shall issue one (1) smart phone to the Area Field Inspector to send real time report (videos & images) to the **PROCURING ENTITY** through the Security Department.
 - 1.1.5. The **SUPPLIER** shall provide at least two (2) units of two-way handheld radio to all Cash Centers, Cash Operations Units (COUs) and Sub-COUs to be used during the conduct of their banking operations.
 - 1.1.6. The **SUPPLIER** shall maintain an office in the region of their operations.
 - 1.1.7. Other devices and equipment as may be demanded by the **PROCURING ENTITY** for the efficient and effective safeguarding of the **PROCURING ENTITY**'s properties.
 - 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 5'4" in height (male) and 5'2" (female), weight within normal range as indicated in the Body Mass Index (BMI), and not more than 50 years old for male and 45 years old for female 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 to be submitted to the **PROCURING ENTITY** thru the Security Department;
- 2.4. Who had undergone Background Investigation by the **SUPPLIER**.
 - 2.4.1. Background/Life style check should be conducted every six (6) months and the report shall be submitted to SD Head.
- 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) or any authorized training centers and other related trainings required by the **PROCURING ENTITY** such as but not limited to First-aid Training, Rescue and Emergency Training, Bomb Identification Seminar, Crowd Control, VIP Protection etc. In case of insufficient CBASTRAC trained security guards, the **SUPPLIER** may post security guards without CBASTRAC training provided that the Head Guard of each field unit should be CBASTRAC trained who shall ensure that the security guards without CBASTRAC training are coached while awaiting training. Provided further that posted security guards without CBASTRAC 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;
- 2.7. For LBP Plaza, the ratio of CBASTRAC trained security guards must be at least 50 percent of the total guards to be posted, provided, that the said security guards without CBASTRAC 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;
- 2.8. Who are experienced and trained in escort security services for field units with LBP-owned armored vehicle; and,
- 2.9. Who have passed the screening and interview by the **PROCURING ENTITY**.
3. The **SUPPLIER** shall maintain reserve guards of at least 10 percent (10%) of the total deployment in their roster at no cost to the **PROCURING ENTITY**.
4. Upon due notification from the **PROCURING ENTITY**, premise guard/s shall be deployed by the **SUPPLIER** to the following installations under the Group covered by the contract:
 - 4.1. Newly-opened Branches;
 - 4.2. Field Units;
 - 4.3. Properties leased by the **PROCURING ENTITY**; and
 - 4.4. Other installations that are managed and owned by the **PROCURING ENTITY**.
5. 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**.

6. 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.
7. 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.
8. 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**.
9. 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, TWO THOUSAND PESOS (P2,000.00) 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.
10. 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**.
11. 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**, and, c) the appropriate and corresponding documentary requirements/clearances, i.e., identification cards, NBI/PNP clearances, medical certificate, drug test results, and neuro-psychiatric clearance attesting to the guards' physical/mental fitness.

12. 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.
13. 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:
 - 13.1. Premise Guards - One (1) 9mm pistol and at least two (2) shotguns of 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; **NOTE:** Interim provision of one (1) caliber .38 service hand gun of reputable make brand acceptable to the **PROCURING ENTITY** shall be allowed for the first sixty (60) days of deployment while the release papers and firearms from the PNP-FEO are processed by the security agency concerned.
 - 13.2. 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;
 - 13.3. 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 provided with the approval of PNP-SOSTIA or Firearms and Explosives Office (FEO); **NOTE:** In the PNP-FEO or SOSTIA disapprove the request in writing. The same provision for item 12.1 shall apply.
 - 13.4. The **SUPPLIER** shall provide adequate weapons/original ammunitions –twelve for each shotgun, 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 (with corresponding accessories such as magazine/ammo pouches and holsters/slings for firearms) 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.
 - 13.5. 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 and for every lacking accessories required. 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.

- 13.6. The **SUPPLIER**, 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.
- 14 The **SUPPLIER** 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, in proper/complete uniform, 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.
- 15 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.
- 16 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.
- 17 The **SUPPLIER** shall comply with existing government laws, policies, rules and regulations governing its business and operations.

17.1. Notarized statement from the **SUPPLIER** that the following documents provided to the **PROCURING ENTITY** are valid and any false statements shall result in sanctions covered by the Procurement Law.

- ✓ Copy (in color ink) of all firearms licenses are under the ownership of the **SUPPLIER**.
- ✓ Certification from the Firearms and Explosives Office (FEO) that the **SUPPLIER's** firearms existed in the Firearms Information Management System (FIMS) Masterfile.
- ✓ Certificate of "No Derogatory Records" not later than CY2019 by the PNP-SOSIA /Regional SOSIA /PADPAO.
- ✓ Not less than two (2) Certificates of Satisfactory Performance from its clients not earlier than CY2019.
- ✓ Copy (in color ink) of the **SUPPLIER's** License to Operate.
- ✓ Has deployed with at least 1:3 firearm-to-guard ratio in any case for about 200 security guards as of December 31, 2019.

- 18 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 whosoever.

- 19 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, ammunitions, and accessories necessary to meet the security requirements of the **PROCURING ENTITY**, and the mobility in conducting regular and surprise inspections.
- 20 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.
- 21 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:
- 21.1. 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**;
- 21.2. 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,
- 21.3. 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.

22. 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.
23. 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.
24. 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:
 - 24.1. The day wage and night differential of security guards based on applicable PADPAO rates and other future issuances;
 - 24.2. The corresponding administrative fee based on bid price;
 - 24.3. The applicable VAT; and,
 - 24.4. 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.
25. The **SUPPLIER** shall use the **PROCURING ENTITY's** Deposit and ATM Payroll System as follows:
 - 25.1. 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,
 - 25.2. 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.
26. 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.
27. 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 **SUPPLIER** shall notify the **PROCURING ENTITY** of the effectivity of such a new wage rate.

28. The **PROCURING ENTITY** warrants the grant of FREE (one set) UNIFORM per guard for every year of satisfactory performance by the **SUPPLIER**;
29. 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).
30. 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 damages, if any.
31. This contract may be pre-terminated by the **PROCURING ENTITY** on any of the following grounds:
 - 31.1 Violation of or non-compliance by the **SUPPLIER** with any of the terms and conditions of the contract;
 - 31.2 Unsatisfactory or poor performance of security services as determined by the **PROCURING ENTITY**;
 - 31.3 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**;
 - 31.4 Failure of the **SUPPLIER** to submit inspection reports for four (4) successive reporting periods;
 - 31.5 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;
 - 31.6 In case of misrepresentation on material facts and documents during the bidding and after the award of contract;
 - 31.7 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;
 - 31.8 Loss of trust and confidence on the **SUPPLIER** for whatever cause; and,
 - 31.9 In case of violation of any provisions of 31.1. to 31.8. above, the **PROCURING ENTITY** may initiate the blacklisting process in accordance with RA 9184.
32. 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.

33. 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**.
34. 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.
35. The **SUPPLIER** shall assure the **PROCURING ENTITY** that all his guards to be deployed have undergone related trainings such as but not limited to First-aid Training, Rescue and Emergency Training, Bomb Identification Seminar, Crowd Control, VIP Protection etc.
36. The **SUPPLIER** shall shoulder the expenses in the conduct of annual drug testing of all his deployed guards and surprise random drug test upon request of the **PROCURING ENTITY** to be facilitated by authorized /accredited drug testing centers. The result of which shall be submitted to the **PROCURING ENTITY** within fifteen (15) working days after the conduct of the drug test.

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 -----
- Lucena
- 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

C-10