



SUPPLEMENTAL/BID BULLETIN NO. 2 For LBP-HOBAC-ITB-GS-20220801-03

Premises Guard Services for LANDBANK Branches (16 Lots) **PROJECT**

HOBAC Secretariat Unit IMPLEMENTOR

January 18, 2023 DATE

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:

- The bidder/s are encouraged to use the Bid Securing Declaration as Bid Security.
- The Terms of Reference (Annexes D-1 to D-9) and Breakdown of Bids (Annex F-1) have 2) been revised. Please see attached revised Annexes D-1 to D-9 and F-1.
- 3) Soft copies of MS Excel files for Breakdown of Bids (Annexes F-1 to F-16) are herein provided.

ATTY, HONORIO T. DIAZ, JR. Head HOBAC Secretariat Unit

TERMS OF REFERENCE PREMISES GUARDS SERVICES FOR LANDBANK BRANCHES

- 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) smart 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; and
 - 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) or advice from the LBP Security Department 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 5'1" in height (male) and 4'9" (female), weight within normal range as indicated in the Body Mass Index (BMI);
 - 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 soft copy; whole body in complete security guard uniform and family pictures and, local & national clearances (all in scanned copies) 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 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;
- 2.6. 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;
- 2.7. Who are experienced and trained in escort security services for field units with LBP-owned armored vehicle; and
- 2.8. Who have passed the screening and interview by the SUPPLIER as supervised and witnessed 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;
 - 4.4 Mobile Branches & Mobile ATMs; and
 - 4.5 Other installations that are managed and owned by the PROCURING ENTITY.
- 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 two (2) days, respectively, upon prior notice by the PROCURING ENTITY;
- 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;
- Security guards who are related to an employee of the PROCURING ENTITY up to the third (3rd) degree of affinity or consanguinity shall not be assigned /posted together at the same Branch /Field Unit /Installation;

- 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;
- Any security guard shall be perpetually disqualified from reassignment to any other post in any premises/installations of the PROCURING ENTITY due to the following:
 - 9.1. Involvement in any untoward incident, whether or not affecting the PROCURING ENTITY; and
 - 9.2. Commits acts inimical or prejudicial to the interest of the PROCURING ENTITY or its personnel.
- 10. 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 paragraph 8 hereof.
- 11. Security Guards to be detailed/assigned at the PROCURING ENTITY's premises/installations, in view of a new contract, shall have passed the screening and interview by the SUPPLIER as supervised and witnessed by the PROCURING ENTITY prior to deployment.
- 12. 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.
- Security guard replacements and relievers shall come from the reserve guards as provided in paragraph 3 of the TOR and who have already passed the screening process. New replacement and reliever guards shall also be screened in accordance with paragraph 11 of the TOR;
- 14. Overtime detail is subject to prior written authorization of the PROCURING ENTITY. To maintain efficiency and effectiveness of the guard, the total hours of duty, including the overtime, shall not exceed twelve (12) hours within a 24-hour period;
- 15. 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:

- 15.1. 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) calendar days of deployment while the release papers and firearms from the PNP-FEO are processed by the security agency concerned.
- 15.2. 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;
- 15.3. 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-SOSIA or Firearms and Explosives Office (FEO); NOTE: If the PNP-FEO or SOSIA disapproves the request (in writing), The same provision for paragraph 15.1 shall apply.
- 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.
- 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 accessory 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.
- 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.
- 16. 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. The reports, duly acknowledged/signed by the Head/Representative of the Field Unit of the PROCURING ENTITY, shall reach the LBP Security Department (LBP-SD) at the end of each month, whichever is applicable.

- 17. 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.
- 18. 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.
- 19. The SUPPLIER shall comply with existing government laws, policies, rules and regulations governing its business and operations.
- 20. SUPPLIER shall submit a duly notarized statement together with the following certified true copies of current and valid documents to the PROCURING ENTITY. Any false statements or misrepresentations shall result in sanctions covered by the Procurement Law (R.A. 9184) and all other applicable Laws of the Philippines:
 - ✓ Copy (in color ink) of firearms licenses or Long Regular Registration (LRR) 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" issued either by the PNP-SOSIA /Regional SOSIA /PADPAO;
 - √ The SUPPLIER must submit at least two (2) Certificates of Satisfactory Performance from its clients:
 - For new suppliers without existing or completed contracts with the PROCURING ENTITY for the past five (5) years (2018 to 2022), one (1) of the certificates must be issued by no less than a Commercial Bank operating in the Philippines;
 - For suppliers with existing or completed contract with the PROCURING ENTITY from 2018 to 2022, one (1) of the certificates must be issued by the LANDBANK Security Department;
 - Date of issuance for certificates shall be within sixty (60) calendar days prior to the bidding date;
 - ✓ 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.
- 21. 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;
- 22. 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.

- 23. 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. Said remittances 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.
- 24. 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:
 - 24.1. 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;
 - 24.2. 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;
 - 24.3. 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;
 - 24.4. 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;
 - 24.5. 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 ten (10) days from written demand;
- 25. 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.

- 26. 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;
- 27. 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:
 - 27.1. The day wage and night differential of security guards based on applicable PADPAO rates and other future issuances;
 - 27.2. The corresponding administrative fee based on bid price;
 - 27.3. The applicable VAT; and,
 - 27.4. 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.
- 28. The SUPPLIER shall use the PROCURING ENTITY's Deposit and ATM Payroll System as follows:
 - 28.1. 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,
 - 28.2. 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 (PACSVAL) which shall be covered by a separate Memorandum of Agreement (MOA) and executed before deployment.
- 29. 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.
- 30. 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.
- 31. The PROCURING ENTITY warrants the grant of FREE (one set) UNIFORM per guard for every year of satisfactory performance by the SUPPLIER;

- 32. The PROCURING ENTITY warrants the grant of hazard allowance per guard equivalent to Five Thousand Pesos (P5,000.00) for every calendar year or prorated amount depending on the commencement and termination of the contract agreement. Payment to the SUPPLIER shall be on a monthly basis and included in the billings for actual service rendered. The release of the hazard allowance to respective premise guards shall be in line with one of the following options:
 - Option 1 The SUPPLIER shall release the hazard allowance to the guards on a monthly basis (either every 1st or 2nd payroll) together with their salaries and benefits. Said allowance shall be reflected to their respective payslips. Computation shall be PHP5,000.00 divided by twelve (12) months = P416.67
 - Option 2 The SUPPLIER, with the concurrence of the concerned guards, shall take hold of their monthly hazard allowance and release it not earlier than 15th of November and not later than the 20th of December. If in case of the guard's separation, retirement or resignation, the payment of hazard allowance shall be based on the actual number of months rendered for the covered calendar year of the contract agreement.
- 33. The PROCURING ENTITY also warrants the provision of lodging /accommodation to security guards deployed during the conduct of Mobile Branches and Mobile ATMs operations that require more than two (2) days stay at the area;
- 34. 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;
- 35. This contract may be pre-terminated by the PROCURING ENTITY on any of the following grounds:
 - 35.1 Violation of or non-compliance by the SUPPLIER with any of the terms and conditions of the contract;
 - 35.2 Unsatisfactory or poor performance of security services as determined by the PROCURING ENTITY;
 - 35.3 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;
 - 35.4 Failure of the SUPPLIER to submit inspection reports for four (4) successive reporting periods;
 - 35.5 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;

- 35.6 In case of misrepresentation on material facts and documents during the bidding and after the award of contract;
- 35.7 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;
- 35.8 Loss of trust and confidence on the SUPPLIER for whatever cause; and,
- 35.9 In case of violation of any provisions above, the PROCURING ENTITY may initiate the blacklisting process in accordance with RA 9184.
- 36. 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;
- 37. 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;
- 38. 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. The SUPPLIER shall regularly submit to the PROCURING ENTITY the names and contact numbers of personnel in the response team;
- 39. 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;
- 40. 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.

SECURITY GUARD SERVICES FOR BIDDING

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