

RESPONSES TO BIDDER'S QUERIES AND/OR SUGGESTIONS

DATE	October 17, 2024
PROEJECT INDENTIFICATION NO.	GIBAC-ITB-GS-20240805-01
PROJECT NAME	Premises Guard Services
PROPONENT UNIT/TECHNICAL WORKING GROUP	Security Department

ITEM NO.	PORTION OF BIDDING DOCUMENTS	QUERIES AND/OR SUGGESTIONS	LANDBANK's RESPONSES
	<p>Eligibility and Technical Components Other Documents No.2 – Certified True Copies of current and valid documents</p> <p>Form No. 2, Table 2 No. No. 5 (page 61) Fixed Admin Overhead & Margin)</p>	<p>Can the authorized signatory certify the current and valid documents mentioned in Annexes D4 and D-5 which comprises of the following: Long Regular Registration (LRR) Firearms and Explosives Office (FEO) Certification that firearms existed in FIMS PNP SOSIA and PADPAO No Derogatory Certification License to Operate</p> <p>May we clarify whether there will be adjustments to the overhead margin throughout the contract period in the event of a wage increase? If so, will a revised Terms of Reference (TOR) and Form No. 2 Table 2 be issued?</p>	<p>Yes, the authorized signatory may certify through submission of the duly notarized statement together with the Online / Digital files/scanned copies from the PNP subject to the validation of the LBP-Security Department. <i>(Included in the amended TOR)</i></p> <p>No. There will be no adjustment to the administrative overhead fee. The 20% administrative overhead fee shall be maintained throughout the contract. Section 4 (b) of DOLE DO No. 150-16, dated 9 February 2016 - <i>Revised Guidelines Governing the Employee and Working Conditions of Security Guards and other Private Security Personnel in the Private Security Industry</i>, states that:</p> <p><i>“standard administrative fee of not less than the twenty percent (20%) of the total contract cost”</i></p> <p>Should there be an increase in the wage rate and benefits, the administrative overhead fee shall still be computed using the 20%.</p>

19.3	Clarification regarding Item No. 19.3 of Bid Data Sheet which states: "Bidder shall have the option of submitting proposal in any or all lots..."	<p>Assuming that a bidder participated in 10 or more lots and was declared the lowest bidder on the majority of the lots he participated.</p> <p>Can the bidder choose only the lot/s that he prepares without incurring any liability?</p>	<p>No. The bidder shall join/participate only in the Lots they really intend to assume.</p> <p>Withdrawal of Bids shall be subject to forfeiture of Bid Security and other applicable sanctions.</p>
	<p>SLCC</p> <p>DOCUMENTARY REQUIREMENTS TO BE SUBMITTED AS STATED ON #2 OF THE NOTES (page 49):</p>	<p>1. SLCC Does the within 5-year requirement begin from the start of contract or end of contract?</p> <p>Our contract with LBP ended on 2020. Can we use this as our SLCC?</p> <p>2. a. MINIMUM OPERATIONAL CAPABILITY - letter C ii: Kindly confirm the requirement of M16 since the use of high powered weapons are already prohibited (do correct us if we are wrong).</p> <p>b. PREMISES GUARD QUALIFICATIONS - letter C: Are these to be submitted on the opening or a post-qualification requirement or a pre-deployment requirement?</p>	<p>The 5-year (2019 to 2024) requirement shall be based on the end of the contract.</p> <p>The reference shall be the date prior the opening of Bids.</p> <p>Yes.</p> <p>LBP confirms that M16 is required per paragraph <i>c.ii</i> of the <i>Terms of Reference</i> which states that: "for Mindanao Field Units, the Security Agency shall provide at least (1) M16 rifle or its equivalent per LANDBANK unit". However, due to the prohibition by the PNP to utilize high powered firearms, the Security Agency shall seek the approval of the PNP for its deployment. If disapproved in writing, shotguns and 9mm pistols shall be utilized instead.</p> <p>Please refer to TOR paragraphs <i>D.c.i</i> & <i>D.c.ii</i>.</p> <p>These are submitted as pre-deployment requirement.</p>
	SLCC	We would like to request clarification regarding the Single Largest Completed Contract (SLCC) within five (5) years prior to the set deadline for	Contract for Security Services whose entire term has been completed within 2019 to 2023 is acceptable.

	<p>ABC – Cost Distribution LOT 14</p>	<p>submission. Since the year 2024 is not yet completed, would the period from 2019 to 2023 be acceptable to meet the "within 5 years" requirement?</p> <p>We would like to ask about the Lot 14 cost distribution breakdown. We have been trying to balance what you have given from the cost distribution to the posting of the different areas with equivalent number of guards to no avail. May we know if there are any corrections on this Lot or are we allowed to make our own adjustments just so we can come up with the required ABC for Lot 14?</p> <p>For example, LOT 15 E-25 and E-26, both included item 22 and we just made the proper adjustment to come up with the required ABC.</p>	<p>No adjustments are allowed.</p> <p>For purposes of bidding, we must follow the amount indicated in the ABC.</p> <p>Should there be changes in the amount due to wage rate increases, SSS, Pag-Ibig, Phil health Premiums, additional deployment of guards, etc., this shall be applied during the contract implementation.</p>
--	---	--	---

ANNEX I-3

CLASS D

TERMS OF REFERENCE

A. Name and Description of the Project

Name : Premises Guard Services for LANDBANK units.

Description : Deployment of security guards to LANDBANK units.

No.	Group	Estimated No. of Guards
1	LANDBANK Plaza & Other Installations	334
2	North NCRBG	486
3	South NCRBG	402
4	Central NCRBG	372
5	NWLBG	326
6	NELBG	392
7	CLBG	383
8	SELBG	388
9	SWLBG	380
10	BBG	264
11	WVBG	378
12	CVBG	440
13	EVBG	238
14	WMBG	348
15	NMBG	332
16	SMBG	496

Table 1: Estimated number of Guard Allocation per Branches Group

B. Contract Duration

That the SECURITY AGENCY shall undertake to execute the contract with the PROCURING ENTITY upon receipt of Notice to Proceed (NTP) and Advice, per office, from LANDBANK Security Department, and shall end two (2) years after or upon full utilization of the contract price, whichever comes first.

C. Objective

1. To ensure that the Bank is continuously safe and secured through deployment of competent security guards and their equipment / paraphernalia;
2. Compliance with the Bangko Sentral ng Pilipinas (BSP) Circular No. 620 Series of 2008 - Revised Rules and Regulations on Bank Protection under the Manual of Regulations for Banks (MORB) Section 147-Bank Protection across all LANDBANK units of the Bank's Premises Guard Services Agreements.

D. Project/Services Requirements

1. Minimum Operational Capability

- a. The SECURITY AGENCY shall maintain the following minimum operational capability for the duration of the Contract:
 - i. Manpower and firearm complement as required by the PROCURING ENTITY;
 - ii. One (1) 4-wheeled service motor vehicle (per award contract) available anytime on 24/7 for the use of the SECURITY AGENCY in the deployment of guards and other security matters of the PROCURING ENTITY;
 - iii. One (1) functional metal detector with a spare unit for each LANDBANK unit of deployment;
 - iv. One (1) smart phone in each LANDBANK unit 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 smart phones within bank premises. Likewise, SECURITY AGENCY 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;
 - v. The SECURITY AGENCY 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;
 - vi. The SECURITY AGENCY shall maintain an office in the LANDBANK groups/areas of their coverage;
 - vii. Other security equipment necessary for the contract implementation such as but not limited to reflective vest, under chassis mirror, etc. as requested by the PROCURING ENTITY for the efficient and effective safeguarding of the Bank's properties.
 - viii. The SECURITY AGENCY shall maintain reserve guards of at least 10 percent (10%) of the total deployment in their roster at no cost to the PROCURING ENTITY;
- b. Security guard replacements and relievers shall come from the reserve guards as provided in Paragraph D.1.a. viii. under Project/Services Requirements of this TOR.

- c. The SECURITY AGENCY shall provide, at the minimum, each of the security guards on duty with duly licensed firearms issued in the name to the SECURITY AGENCY and sufficient ammunitions as follows:
- i. Premises Guards - One (1) 9mm pistol and at least two (2) shotguns of reputable brand to the PROCURING ENTITY for every LANDBANK 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.*
 - ii. For Mindanao Field Units – The SECURITY AGENCY shall provide at least one M-16 rifle or its equivalent per LANDBANK 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 1.b.i. shall apply.*
 - iii. The SECURITY AGENCY shall provide adequate weapons and original ammunitions: twelve (12) for each shotgun; twenty-one (21) in three (3) magazines for each 9mm pistol; and ninety (90) in three (3) magazines for each M16 rifle, respectively; The ammunitions as well as its corresponding accessories such as: magazines, ammo pouches, holsters, slings for firearms shall be at all times in the possession of the security guards while on duty. Firearms, ammunitions and related accessories are all subject to rules and regulations of the Philippine National Police (PNP) or other proper authorities governing the use of such.

2. Premises Guard Qualifications

The SECURITY AGENCY shall provide the PROCURING ENTITY with duly licensed security guards:

- a. 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);
- b. 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;
- c. With Personal History Statement (PHS) in soft copy; whole body picture in complete security guard uniform, family pictures, local & national clearances (all in scanned copies) to be submitted to the PROCURING ENTITY thru the Security Department;

- d. Who had undergone Background Investigation by the SECURITY AGENCY.
 - i. Background/Life style check shall be conducted every six (6) months and the report shall be submitted to SD Head;
- e. 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 SECURITY AGENCY 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;
- f. 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;
- g. 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 SECURITY AGENCY as supervised and witnessed by the PROCURING ENTITY prior to deployment.

3. Security Agency Qualification

Qualifications	Document Requirement
<p>a. Security Agency is a duly licensed agency capable of deploying at least 1:3 firearm-to-guard ratio in any case for about 200 security guards.</p>	<p>SECURITY AGENCY shall submit duly notarized statement together with the following certified true copies of current and valid documents to the PROCURING ENTITY (Online/Digital file from the PNP is acceptable subject to validation of the LBP Security Department):</p> <ul style="list-style-type: none"> • Copy (in color ink) of firearms licenses or Long Regular Registration (LRR) under the ownership of the SECURITY AGENCY.

	<ul style="list-style-type: none"> • Certification from the Firearms and Explosives Office (FEO) that the SECURITY AGENCY'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; • Copy (in color ink) of the SECURITY AGENCY's Valid License to Operate;
<p>b. Must be satisfactorily rated by:</p> <p>1. At least two (2) previous clients/ customers [completed contract]; or</p> <p>2. One (1) previous client/ customers [completed contract] and one (1) current client with ongoing contract wherein the security agency has been rendering services for at least a year.</p> <p><u>New Security Agency:</u> For New Security Agencies Without existing or completed contract with the PROCURING ENTITY for the years 2020 to 2024, two (2) certificates shall be submitted wherein one (1) of which must be issued by a Bank operating in the Philippines with at least 60 branches covered;</p> <p><u>Existing Security Agency:</u> For Security Agencies with existing and completed contract with the PROCURING ENTITY from 2020 to 2024, two (2) certificates shall be submitted wherein one (1) of the Certificates must be issued by the LBP – Security Department.</p>	<p>Two (2) Certificates of Satisfactory Performance (Date of issuance for certificates shall be within sixty (60) calendar days before the date of bidding)</p>

E. Delivery Schedule

1. Upon due notification from the PROCURING ENTITY, premises guard/s shall be deployed by the SECURITY AGENCY to the following LANDBANK units under the Groups covered by the contract:
 - a. LANDBANK Existing and Newly-opened units;
 - b. Properties leased by the PROCURING ENTITY;
 - c. LANDBANK Mobile Branches & Mobile ATMs; and
 - d. Other installations that are managed and owned by the PROCURING ENTITY.

2. 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;
3. 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;
4. At least seven (7) working days before the assumption of the contract and deployment of security guards by the SECURITY AGENCY, 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 SECURITY AGENCY, 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.

F. Payment Terms

1. Pursuant to Malacañang Executive Order No. 170 (Re: Adoption of Digital Payments for Government Disbursements and Collections) issued on May 12, 2022 directing all Government agencies to utilize safe and efficient digital disbursement in the payment of goods, services and other disbursements, all payments for this Contract shall be through direct credit to the Security Agency's deposit account with LANDBANK. Thus, the security agency shall maintain a deposit account with any LANDBANK Branch where the proceeds of its billing under this contract shall be credited.
2. The SECURITY AGENCY shall be paid within sixty (60) calendar days after submission of sales invoice or claim and **all pertinent requirements of the LBP-Accounting Center concerned.**
3. The PROCURING ENTITY warrants the grant of hazard allowance per guard equivalent to Five Thousand Pesos (PHP 5,000.00) for every calendar year or prorated amount depending on the commencement and termination of the contract agreement. The release of the hazard allowance to respective premises guards shall be in line with one of the following options:
 - *Option 1* - The SECURITY AGENCY 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 pay slips. Computation shall be PHP5,000 divided by twelve (12) months = P416.67
 - *Option 2* - The SECURITY AGENCY, 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.

4. For and in consideration of the actual security services rendered which is normally on a 5-day workweek posting by the SECURITY AGENCY to the PROCURING ENTITY, the latter shall pay the former the following:
 - a. The day wage and night differential of security guards based on applicable PADPAO rates and other future issuances;
 - b. The corresponding administrative fee based on bid price;
 - c. The applicable VAT; and
 - d. 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.
 - e. **Computation of the Estimated Equivalent Monthly Rate (EEMR) shall be based on the latest approved Department of Labor and Employment (DOLE)-Bureau of Working Conditions Handbook of Workers' Statutory Monetary Benefits. Sample computation below:**

EEMR of different groups of daily-paid employees (those who are required to work everyday, including Sundays or rest days, special days and regular holidays) for purposes of entitlement to minimum wages and allied benefits under existing laws:

$$\frac{\text{Applicable Daily Rate (ADR)} \times 394.4}{12 \text{ months}} = \text{EEMR}$$

Where 394.4 days/year = 295	Ordinary working days
67.6	Rest days (52 x 1.3)
24	Regular holidays (12 x 2)
7.8	Special non-working days (6 x 1.3)
394.4	Total equivalent no. of days/year

5. The SECURITY AGENCY shall use the PROCURING ENTITY's Deposit and ATM Payroll System as follows:
 - a. The SECURITY AGENCY 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,
 - b. The SECURITY AGENCY 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.
6. The SECURITY AGENCY warrants that it shall pay all security guards their compensation and benefits in accordance with applicable law(s), rules and regulations of the Philippines.

7. 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 SECURITY AGENCY shall notify the PROCURING ENTITY of the effectivity of such a new wage rate.
8. The PROCURING ENTITY warrants the grant of FREE (one set) UNIFORM per guard for every contract year of the SECURITY AGENCY;
9. 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;

G. Penalty

1. The SECURITY AGENCY 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 SECURITY AGENCY 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 LANDBANK unit where the guard is deployed against the billing of the SECURITY AGENCY for the succeeding month after the discovery of the violation/s. The guard concerned shall be relieved in accordance with paragraph J.1. under Other Terms and Conditions hereof.
2. The SECURITY AGENCY 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 SECURITY AGENCY's security guards. The amount shall be based on the annualized Business Unit Earnings (BUE) of the LANDBANK unit concerned divided by the number of working days for the year. The fee shall be collected by the LANDBANK unit where the guard is deployed and will be charged against the billing of the SECURITY AGENCY for the succeeding month;
3. The security guards of the SECURITY AGENCY 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;
4. In addition to the Performance Security in the form and amount specified by the PROCURING ENTITY in the contract for Security Services, the SECURITY AGENCY shall submit /maintain a SURETY BOND in the amount of FIVE MILLION PESOS (P5,000,000.00) per contract 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 SECURITY AGENCY 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:

- a. 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 SECURITY AGENCY;
 - b. Investigation shall be performed jointly by the PROCURING ENTITY and the SECURITY AGENCY, 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;
 - c. Any loss or damage incurred by the PROCURING ENTITY shall be paid by the SECURITY AGENCY and payment thereof shall be sourced at the PROCURING ENTITY's option, from the Performance Security or SURETY BOND or from the SECURITY AGENCY's receivables under the Contract for Security Services;
 - d. The SECURITY AGENCY'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 SECURITY AGENCY's Performance Security and receivables;
 - e. In case the loss or damage is in excess of the amount of the Performance Security, SURETY BOND and receivables, the SECURITY AGENCY shall pay the PROCURING ENTITY for the unpaid loss or damage within ten (10) days from written demand;
5. The SECURITY AGENCY 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 SECURITY AGENCY shall have rectified the findings as duly acknowledged by the Head/Representative of the LANDBANK Unit of the PROCURING ENTITY. The penalties shall be collected by the LANDBANK Unit where the guard is assigned against the billing of the SECURITY AGENCY for the succeeding month after the discovery of the shortage/defect/s.
 6. The SECURITY AGENCY 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.
 7. The SECURITY AGENCY shall comply with existing government laws, policies, rules and regulations governing its business and operations.

H. Termination/Pre-termination of Contract

1. After the expiration or termination of this Agreement, the PROCURING ENTITY may issue a clearance from any responsibility in favor of the SECURITY AGENCY only after resolution of all pending claims for losses and damages, if any;
2. This contract may be pre-terminated by the PROCURING ENTITY on any of the following grounds:
 - a. Violation of or non-compliance by the SECURITY AGENCY with any of the terms and conditions of the contract;
 - b. Unsatisfactory or poor performance of security services as determined by the PROCURING ENTITY;
 - c. Failure of the SECURITY AGENCY 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;
 - d. Failure of the SECURITY AGENCY to submit inspection reports for four (4) successive reporting periods;
 - e. Failure of the SECURITY AGENCY to comply with the statutory benefits of the guards, e.g., 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;
 - f. In case of misrepresentation on material facts and documents during the bidding and after the award of contract;
 - g. Involvement of SECURITY AGENCY'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 SECURITY AGENCY, with the former as the Lead Investigator;
 - h. Loss of trust and confidence on the SEUCRITY AGEENY for whatever cause; and,
3. In case of violation of any provisions above, the PROCURING ENTITY may initiate the blacklisting process in accordance with all the provisions of RA 9184 and its 2016 Revised IRR.

I. Performance Evaluation

1. The performance of the SECURITY AGENCY shall be evaluated on an annual basis or as often as necessary using the parameters set forth in the Performance Assessment Report (Annex 1).
2. An adjectival rating of "Needs Improvement" or "Poor" shall be a ground for pre-termination of the contract, subject to a 30 calendar day notice.

J. Other Terms and Condition

1. 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;
2. 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/unit, in which case the SECURITY AGENCY shall, upon notice by the PROCURING ENTITY, cause replacement within 24 hours of the security guard/s concerned;
3. The SECURITY AGENCY, 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.
4. Any security guard shall be perpetually disqualified from reassignment to any other post in any premises/installations/unit of the PROCURING ENTITY due to the following:
 - a. Involvement in any untoward incident such as those enumerated in paragraph H.2.g, whether or not affecting the PROCURING ENTITY;
 - b. Commits acts inimical or prejudicial to the interest of the PROCURING ENTITY or its personnel.
5. The SECURITY AGENCY 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 SECURITY AGENCY 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 LANDBANK Unit of the PROCURING ENTITY, shall reach the LBP - Security Department (LBP-SD) at the end of each month, whichever is applicable.
6. The SECURITY AGENCY, 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 SECURITY AGENCY 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 SECURITY AGENCY shall establish and maintain effective liaising with the nearest police station/substation or precinct to ensure positive police response at all times.
7. The SECURITY AGENCY 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.
8. The SECURITY AGENCY 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 LANDBANK unit. The SECURITY AGENCY 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.

9. In any event, the SECURITY AGENCY 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 SECURITY AGENCY to present the security guard/s as witness/es on a scheduled hearing, the PROCURING ENTITY shall have recourse against the SECURITY AGENCY's Performance Security and receivables of the whole amount involved on a particular case that is subject of the investigation.
10. The SECURITY AGENCY 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 SECURITY AGENCY 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 SECURITY AGENCY 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;
11. 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;
12. The SECURITY AGENCY shall conduct annual firearms proficiency training for the security guards assigned at the PROCURING ENTITY using their SECURITY AGENCY-issued firearms. The SECURITY AGENCY 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;
13. The SECURITY AGENCY shall maintain a response team on a 24-hour basis to immediately act on any security situation at any LANDBANK unit upon receipt of a notification from the PROCURING ENTITY. The SECURITY AGENCY shall regularly submit to the PROCURING ENTITY the names and contact numbers of personnel in the response team;
14. The SECURITY AGENCY 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.
15. The SECURITY AGENCY 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.

K. Non-Disclosure Agreement (NDA)

The SECURITY AGENCY shall guarantee that the information by the PROCURING entity in relations to the performance of its function shall be handled with utmost confidentiality. This should be supported by separate duly notarized Non-Disclosure Agreement (Annex 2) mutually agreed upon by both parties.

- L. List of Branches Groups with corresponding regions or areas of coverage and its date of contract expiry (Annex 3).

M. Contact Person

Name	Email Address	Contact Number
1. Danielle Marie D. Soberano	ddsoberano@landbank.com	09173110146
2. Ernesto C. Lagasca	eclagasca@landbank.com	09171634118
3. Jeremy J. Pedreña	jjpedrena@landbank.com	09156997995

Prepared by:



Danielle Marie D. Soberano, CSP, CSMS
Administrative Specialist I

Checked by:



Jeremy J. Pedreña, CSP, CSMS
Unit Head, ATU-SD

Noted by:



VP Romulo E. Sapitula, CSP, CSI
Head, Security Department

THIRD-PARTY SERVICE PROVIDER (TPSP)
PERFORMANCE ASSESSMENT REPORT

Name of TPSP		Contract Period	
Service Provided		Assessment Period	

Notes:
 1. Under the **REMARKS** column, indicate results, observations and/or justifications as applicable.
 2. General or additional remarks may be indicated in the **REMARKS** section at the last page, as deemed necessary, to state any issues, exceptions or recommendations.
 3. An adjectival rating of "Needs Improvement" and "Poor" shall be approved by the Group Head concerned. This shall be clearly stated under the **REMARKS** section with corresponding recommendation subject to the reporting to the Management Committee.

WEIGHT	EVALUATION CRITERIA	PERFORMANCE STANDARDS	RATING	WEIGHTED RATING	REMARKS
25%	<p>1. Conformity to Technical Requirements</p> <p>Trained and Qualified Staff</p>	<p>Able to provide sufficient knowledgeable and skilled staff required in the maintenance of the assigned activity/service (Availability may be in various means such as email, on-site support, phone or video call, etc.)</p> <p>4 – Provided sufficient highly skilled and knowledgeable staff support; Staff always available when called</p> <p>3 – Provided sufficient highly skilled and knowledgeable staff support; Staff available on a scheduled basis</p> <p>2 – Provided sufficient highly skilled and knowledgeable staff support; Staff not readily available</p> <p>1 – Lacks knowledgeable and skilled staff support; Staff cannot address the requests/inquiries/issues raised</p>			
25%	<p>2. Timeliness in the Delivery of Services</p> <p>(15%) Actions/ response on any request</p>	<p>Able to meet expectations and provides thorough assessment and evaluation of request</p> <p>4 – 80% and above of the total requests were responded, able to meet expectations and provided with thorough assessment and evaluation</p> <p>3 – 60% to 79% of the total requests were responded, able to meet expectations and provided with thorough assessment and evaluation</p> <p>2 – 40% to 59% of the total requests were responded, able to meet expectations and provided with thorough assessment and evaluation</p> <p>1 – Below 40% of the total requests were responded, able to meet expectations and provided with thorough assessment and evaluation; negative publicity was encountered by the Bank due to service delivery failure</p>			

	(10%) Response Time	<p>Able to comply with the response time as stipulated in the contract/service agreement</p> <p>4 - 80% and above of the total requests reported during the assessment period were responded within the agreed timeline</p> <p>3 - 60% to 79% of the total requests reported during the assessment period were responded within the agreed timeline</p> <p>2 - 40% to 59% of the total requests reported during the assessment period were responded within the agreed timeline</p> <p>1 - Below 40% of the total requests reported during the assessment period were responded within the agreed timeline; negative publicity was encountered by the Bank due to service delivery failure</p>			
20%	3. Behavior of Personnel (Courteous, Professional & Knowledgeable)	<p>Deployed outsourced personnel possessed needed behavioral and professional skills in the performance of their duties:</p> <p>4 - 80% of the deployed outsourced personnel are able to interact courteously and professionally with staff and clients. Has the ability to remain calm under pressure/certain conditions.</p> <p>3 - 60%-79% of the deployed outsourced personnel are able to interact courteously and professionally with staff and clients. Has the ability to remain calm under pressure/certain conditions.</p> <p>2 - 40%-59% of the deployed outsourced personnel are able to interact courteously and professionally with staff and clients. Has the ability to remain calm under pressure/certain conditions.</p> <p>2 - below 40% of the deployed outsourced personnel are able to interact courteously and professionally with staff and clients. Has the ability to remain calm under pressure/certain conditions.</p>			

20%	<p>4. Response to Complaints</p> <p>Problem Resolution/ Issue Management</p>	<p>Able to address problems or resolve any errors by providing assessment, work-around recommendation or permanent fixes and adequate information:</p> <p>4 – 80% and above of the total problems reported were provided with assessment, work-around recommendation or permanent fixes and adequate information where the problem no longer recurred</p> <p>3 – 60% to 79% of the total problems reported were provided with assessment, work-around recommendation or permanent fixes and adequate information where the problem no longer recurred</p> <p>2 – 40% to 59% of the total problems reported were provided with assessment, work-around recommendation or permanent fixes and adequate information where the problem no longer recurred</p> <p>1 – Below 40% of the total problems reported were provided with assessment, work-around recommendation or permanent fixes and adequate information where the problem no longer recurred; negative publicity was encountered by the Bank due to service delivery failure</p>			
5%	<p>5. Compliance with set office policies for such services.</p> <p>Compliance to the Confidentiality Agreement</p>	<p>Able to comply with the confidentiality agreement with the Bank and always observe proper handling of confidential information</p> <p>4 – Comply with the confidentiality agreement and always observe proper handling/transmission of confidential information (e.g., encryption of data transmitted and ensure that information is disclosed only to authorized persons)</p> <p>3 – Comply with the confidentiality agreement but sometimes failed to observe proper handling/transmission of confidential information</p> <p>2 – Caused potential breach of confidential information</p> <p>1 – Caused breach of confidential information</p>			
5%	<p>6. BCP/ Contingency Measures/Disaster Recovery</p>	<p>Allowed access to disaster recovery/ business continuity contingency plans and procedures</p> <p>4 – Has a BCP to provide contingency measures specific to the Bank</p> <p>3 – Has a BCP to provide contingency measures in general, to its clients</p> <p>2 – Has a BCP to provide contingency measures but on a limited basis only</p> <p>1 – Has no BCP to provide contingency measures to its clients</p>			

TOTAL RATING	
AVERAGE RATING	
ADJECTIVAL RATING	

3.4 – 4.0	Excellent	Exceeds expectations/deliverables
2.3 ≤ 3.4	Good	Meets deliverable
1.7 ≤ 2.3	Needs Improvement	Lighter CONTROLS, Management intervention required
1.0 ≤ 1.7	Poor	Discontinue

REMARKS: [e.g., Rating result warranting corresponding recommendation, Recommendation for amendment/renewal of the outsourcing agreement to bring them in line with current market standards and to cope with changes in their business strategies; Statement of TPSP material problem; Reporting of issues/incidents/non-compliance that may adversely impact the delivery of product/service]

Prepared by:

Reviewed by:

Noted by:

Designated Personnel

Head, Proponent Unit/
Implementing Unit

Group Head Concerned

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into this _____ at _____, by and between:

_____, a _____, with principal address at _____, represented by its _____, hereinafter referred to as “_____”

- and -

LAND BANK OF THE PHILIPPINES, a government financial institution created and existing under and by virtue of the provisions of R.A. 3844, as amended, with principal office at Landbank Plaza at 1598, M.H. Del Pilar cor. Quintos Streets, Malate, Manila, represented by its _____, hereinafter referred to as “**LANDBANK**”.

The parties’ representatives are duly authorized for this purpose as evidenced by _____, attached hereto as Annex A, series.

WITNESSETH: THAT

WHEREAS, the Parties desire to execute this Agreement for (specific services) or to supplement the contract executed by and between _____, on _____, for _____, attached hereto as Annex B. This Agreement is executed for the purposes set forth in Item 3 below.

WHEREAS, in the process, certain confidential information may be exchanged and disclosed between **LANDBANK** and _____.

NOW, THEREFORE, the parties hereto agree, as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

All communications or data, in any form, whether tangible or intangible, which are disclosed or furnished by any director, officer, employee, agent, or consultant of any party hereto, including their affiliates and subsidiaries, (hereinafter referred to as “Disclosing Party”) to the other party, including their affiliates and subsidiaries, (hereinafter referred to as “Receiving Party) and which are to be protected hereunder against unrestricted disclosure or competitive use by the Receiving Party shall be deemed to be “Confidential Information.”

As used herein, the term “Confidential Information” shall mean all non-public, confidential or proprietary information disclosed hereunder, in any tangible or intangible

form, such as but not limited to written, oral, ¹visual, audio, those produced by electronic media, or through any other means, that is designated as confidential or that by its nature or circumstances surrounding its disclosure, should be reasonably considered as confidential.

Confidential information shall include, but not limited to products or planned products, processes and/or procedures, technological achievements and interests, customers and potential customers, business prospects, financial statements and information, financial situation and corporate plans, internal activities, future plans of both parties, and all technical, financial or business information, data, ideas, product strategies, business strategies, details of the employees of the Disclosing Party, software, intellectual property rights or processes proprietary to the Disclosing Party, or any other matter in which the Disclosing Party may have any interest whatsoever.

Each Disclosing Party hereby represents and warrants to the Receiving Party that it has lawful rights to provide the confidential information, either in writing, by delivery of items, by initiation of access to information, such as may be in a database, or by audio, oral or visual presentation.

Confidential information should be marked with a restrictive legend by the Disclosing Party. All information which is orally or visually disclosed will be identified as confidential at the time the disclosure is made and is subsequently described in a written document that is marked with a restrictive legend and delivered to the receiving party within thirty (30) days after the date of oral or visual disclosure. Documents will be considered confidential if they are marked with a restrictive legend or they are clearly recognizable as confidential information to a prudent person with no special knowledge of the Disclosing Party's industry.

2. EXCEPTIONS TO THE SCOPE OF CONFIDENTIAL INFORMATION

Confidential information does not include information which:

- 2.1 has been or becomes now or in the future published in the public domain without breach of this Agreement or breach of a similar agreement by a third party; or
- 2.2 prior to disclosure hereunder, is properly within the legitimate possession of the Receiving Party, which fact can be proven or verified by independent evidence; or
- 2.3 subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction on the third party's or the Receiving Party's right to disseminate the information and without notice of any restriction against its further disclosure; or
- 2.4 is independently developed by the Receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such information which can be verified by independent evidence; or

- 2.5 is disclosed with the written approval of the other party or after the applicable period of confidentiality.

3. SCOPE OF USE

Both parties agree that all or any portion of the confidential information exchanged during discussions, meetings and during the business relationship entered into shall not be used except in the manner set forth in this Agreement.

In accordance with R.A. 10173 (Data Privacy Act), Parties shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity and security of all personal data that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents, representatives, or any person acting under its authority shall hold personal information under strict confidentiality at all times.

The specific purposes for which the confidential information are to be utilized and the manner in which it may be used are as follows: _____ which is pursuant to the main agreement to which this Agreement is ancillary to.

(Indicate also if a separate DSA is executed or will be executed in connection with this NDA).

4. OBLIGATIONS OF THE RECEIVING PARTY

With respect to the confidential information provided under this Agreement, the Receiving Party, its principals, directors, officers, representatives, employees, existing and prospective clients, associates, agents, affiliates, consultants and entities under the same management as its own, working with the Receiving Party on this matter, shall:

- 4.1 hold the confidential information (regardless of whether it is specifically marked confidential or not) with confidentiality, protect it adequately and retain it in a secure place with access limited only to the Receiving Party's employees or agents who need to know such information for purposes of this Agreement;
- 4.2 restrict disclosure of the confidential information solely to those persons with a need to know and not disclose it to any other person;
- 4.3 advise those persons of, and ensure of their compliance with, their obligation with respect to the confidential information;
- 4.4 not use the confidential information for its own benefit, commercial or otherwise, or that of any other person, directly or indirectly, in any manner whatsoever; and
- 4.5 use the confidential information only strictly for the purposes set forth herein and no other purpose, except as may otherwise be specifically agreed upon in writing.

5. PROPERTY OF THE DISCLOSING PARTY

All confidential information, unless otherwise specified in writing, shall remain the sole and exclusive property of the Disclosing Party and shall be used by the Receiving Party only for the purpose intended, except as may be required by applicable laws or legal process.

If the Receiving Party required to disclose any confidential information in order to comply with any applicable law, or legally binding order of any court, government, administrative or judicial body, it will promptly inform the disclosing Party of the full details of the circumstances of the purpose use or disclose and of the relevant confidential information to be used or disclosed and will give the Disclosing Party reasonable opportunity to seek a protective order or take other appropriate action. The Receiving Party shall also cooperate in the Disclosing Party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the information. If in the absence of a protective order and the Receiving Party is compelled as a matter of law to disclose the information, based upon the written option of the Receiving Party's counsel addressed to the Disclosing Party, the Receiving Party may disclose to the party compelling the disclosure only the part of the confidential information as required by law to be disclosed. The Receiving Party shall advise and consult with the Disclosing Party and its counsel as to such disclosure and the Receiving Party shall use its best efforts to obtain confidential treatment thereof.

5. Safeguards for Confidentiality

Each Party shall establish reasonable and appropriate safeguards and security measures to ensure the confidentiality, integrity and security of any Confidential Information shared or disclosed by the other Party pursuant to this Agreement. It shall be responsible in preventing the unauthorized access and use of such Confidential Information in its custody. It is likewise prohibited from further sharing or disclosing such Confidential Information to any unauthorized party, including its affiliates, without the prior written consent of the other Party, as appropriate.

Each Party shall implement and maintain a security program which shall include security measures intended to protect the Confidential Information against accidental or unlawful destruction, alteration, disclosure or unauthorized or unlawful processing.

Each Party shall regularly monitor its compliance with these security measures. In the event that there is a breach in its data security, it shall notify the Data Protection Officer or any other appropriate officer of the other Party in writing, immediately after discovery of such data breach or upon reasonable belief that a data breach has occurred.

Both Parties shall likewise use encryption method.

The foregoing obligations and undertakings of each Party shall continue and shall survive the termination of this Agreement for as long as such Party processes, uses or stores Confidential Information shared and disclosed by the other Party.

6. Reporting of Data Breach

Each Party shall regularly monitor its compliance with the security measures provided in this Agreement. In the event that there is a breach in its data security affecting Confidential Information, it shall notify the Data Protection Officer or any other appropriate officer of the other Party in writing, immediately after discovery of such data breach or upon reasonable belief that such data breach has occurred. The following must be included in such written notice if known at the time of notice: (1) General circumstances, nature of the data breach, and Confidential Information possibly involved; (2) Steps taken to reduce the harm or negative consequences of the data breach; (3) The representatives of the affected Party for the purpose of addressing the data breach and their contact details.

The notice contemplated above shall be delivered by the affected Party to the other Party immediately and in no event later than twenty (24) hours after the occurrence of such data breach and shall not be delayed for investigation purposes. Each Party shall cooperate fully with the other in investigating and responding to each successful data breach affecting Confidential Information.

Either Party may terminate this Agreement if the other Party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and said Party fails to immediately remedy the same within 30 days from receipt of a written notice from the other Party reasonably detailing the breach.

7. RETURN OF CONFIDENTIAL INFORMATION

All confidential information, including but not limited to copies, summaries, excerpts, extracts or other reproduction thereof, shall be returned to the Disclosing Party or destroyed after the Receiving Party's need for it has expired or upon request of the Disclosing Party, and certify that the same have been destroyed.

Further, in any event at any time a Receiving Party ceases to have an active interest in the Project, the Receiving Party shall immediately return to the Disclosing Party all copies of confidential information in its possession without retaining any copies or excerpts thereof. That portion of confidential information shall be destroyed immediately upon the Disclosing Party's request and any verbal confidential information shall continue to be subject to the terms and conditions of this Agreement.

8. REPRESENTATION OR WARRANTY

The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the confidential information and the Disclosing Party and its employees and agents shall have no liability to the Receiving Party for any loss or damage resulting

from any use of or reliance on any of the confidential information, except as otherwise provided in a formal written agreement executed between the parties.

However, this disclaimer shall, in and of itself, not apply to or limit any specific warranties that the Disclosing Party may expressly give in other agreements between the Disclosing Party and the Receiving Party. The Receiving Party agrees that it will form its own conclusions as to the reliability of any confidential information and as to any conclusion to be drawn therefrom, and will not charge the Disclosing Party with liability for any damage resulting from mistakes, inaccuracies or misinformation contained therein. The Receiving Party understands and acknowledges that the Disclosing Party does not undertake any obligation to provide any party with access to any specific or additional information.

9. MISCELLANEOUS

No waiver or modification of this Agreement or any of its terms shall be valid or enforceable unless it has been reduced to writing and signed by both parties.

If any provision of this Agreement is illegal, inconsistent or unenforceable, its invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision.

Each party expressly understands that the confidential information is of commercially valuable and highly sensitive nature. In the event that the Disclosing Party discovers that the Receiving Party has made or makes or intends to make or causes to be made any unauthorized disclosure of the confidential information, the Disclosing Party shall be entitled to take out an injunction against the Receiving Party or any third party involved in such unauthorized disclosure, to restrain if from making any such disclosure. In addition to or in the alternative, as the case may be, the Disclosing Party shall be entitled to exercise any and all other legal and equitable remedies as are available in respect of the breach of this Agreement and to further protect the confidential information. Any dispute or claim arising from this Agreement shall be settled amicably between the parties whenever practicable. Should the parties be unable to do so, the parties hereby agree to settle such dispute/s in the proper courts of _____, to the exclusion of all other courts.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ___ day of _____, 202__ in the City of Manila, Philippines.

_____.

Land Bank of the Philippines

.....
President and CEO

Position/Designation

SIGNED IN THE PRESENCE OF:

.....(Name)
.....Position / Designation..... Position/Designation

ACKNOWLEDGEMENT

Republic of the Philippines)
_____) S.S.

BEFORE ME, a Notary Public for and in the _____, this ___ day of _____ 20__, personally appeared the following:

NAME	GOVERNMENT ID	DATE	PLACE ISSUED
1. (LBP Representative)			
2. (Name of Recipient)			

known to me to be the parties who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument refers to the Non-Disclosure Agreement consisting of ___ () pages, including the page wherein this Acknowledgment is written, and signed by the parties and their instrumental witnesses on each and every page thereof.

IN WITNESS THEREOF, I have hereunto affixed my seal and signature on the date and place aforementioned.

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 20__

ANNEX 3

No.	Group	Region	Estimated No. of Guards	Expiration Date
1	LANDBANK Plaza & Other Installations	LANDBANK Plaza & Other Installations	334	31-May-2025
2	North NCRBG	NCR	486	30-Jun-2025
3	South NCRBG		402	
4	Central NCRBG		372	
5	NWLBG	Region 1	326	31-May-2025
6	NELBG	Region 2 & 3	392	30-Jun-2025
7	CLBG	Region 3A & 3B	383	30-Jun-2025
8	SELBG	Region 4A & 4B	388	Region 4A- 13-Jan-2025
9	SWLBG	Region 4 & 4B		380
10	BBG	Region 5	264	30-Jun-2025
11	WVBG	Region 6	378	01-Feb-2025
12	CVBG	Region 7	440	15-Feb-2025
13	EVBG	Region 7 & 8	238	Region 7- 15-Feb-2025
14	WMBG	Region 9 & Region 10		348
15	NMBG	Region 10 & 11	332	Region 9- 31-Mar-2025
16	SMBG	Region 11 & 12	496	Region 10- 30-June-2025
				Region 11- 30-June-2025
				Region 12- 15-Jan-2025