



SUPPLEMENTAL BID BULLETIN NO. 2

TO: ALL PROSPECTIVE BIDDERS

This Supplemental Bid Bulletin is issued to amend **Section III- Bid Data Sheet, Section V- Special Conditions of Contract, Section VII- Technical Specifications, Section VIII- Checklist of Technical and Financial Documents, and Section IX. Sample Forms** of the bid documents published on September 13, 2023 for the Procurement of 1 lot One (1) year Supply of Security Services of Provincial Capitol and other Bldg./Offices of the Province of Davao del Norte under Bid No. B20234321 with PhilGEPS Reference No. 10108136, viz:

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<p align="center">Description</p> <p>PROCUREMENT OF 1 LOT ONE (1) YEAR SUPPLY OF SECURITY SERVICES OF PROVINCIAL CAPITOL AND OTHER BLDG/OFFICES OF THE PROVINCE OF DAVAO DEL NORTE</p>	<p align="center">Description</p> <p>PROCUREMENT OF SECURITY SERVICES FOR 90 SECURITY GUARDS WITH COMPLETE EQUIPAGE FOR THE SECURITY SERVICES REQUIREMENT OF THE PROVINCE OF DAVAO DEL NORTE</p>
<p align="center">Requisitioning Office (End-user)</p> <p>PROVINCIAL GOVERNMENT OFFICE</p>	<p align="center">Requisitioning Office (End-user)</p> <p>PROVINCIAL GOVERNOR'S OFFICE</p>
<p>Section III. Bid Data Sheet</p> <p>ITB Clause 20.2 Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law shall be submitted during post-qualification stage.</p> <p>Within 5 calendar days from the receipt of Notice to Submit.</p>	<p>Section III. Bid Data Sheet</p> <p>ITB Clause 20.2 1) Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law. Within 5 calendar days from the receipt of Notice to Submit. 2) Notarized copy of Statement of Disposition of Clients, Security Guards & Firearms submitted to and proof of receipt by the PNP-SAGSD for the month of September 2023. 3) Certified true copy of the valid License to Operate issued by the Security Agency and Guards Supervisory Division (SAGSD), PNP 4) Affidavit of Employee's Welfare 5) Submission of Security Plan for the Contract 6) Recruitment and Selection Criteria</p>
<p align="center">ITB Clause 21.1 No further instructions</p>	<p>ITB Clause 21.1 Additional Requirements: The winning bidder/LCRB or its duly authorized representative shall comply with all the remaining documentary requirements, if any, prior to formally entering into contract with the Procuring Entity concerned within ten (10) calendar days from receipt of the Notice of Award by the winning bidder. The Procuring entity shall enter into contract with the winning bidder within the same ten (10) day period provided that all the documentary requirements are complied with: Prior to contract signing the bidder shall comply/submit the following: 1) List of personnel to be assigned, with their complete qualification and experience data; 2) List of communication equipment to be assigned with copy of valid license from NTC; 3) List of firearms to be assigned with copy of valid license from PNP-FED; 4) Completeness of SG uniforms and paraphernalia 5) Performance Security 6) Certification of SPECIAL BANK ACCOUNT in the name of the agency's guard Payroll Fund issued by Land Bank of the Philippines- Tagum Branch in an amount not less than one (1) month salary of all guards</p>





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	and bank certification thereon shall be attached to the regular billing statement of the security agency reflecting therein the updated balance of the bank account.
<p align="center"><u>Section V. Special Conditions of Contract</u></p> <p align="center"><u>GCC Clause 1</u> No further instructions</p>	<p><u>Section V. Special Conditions of Contract</u></p> <p><u>GCC Clause 1</u> Additional Requirements:</p> <p>1. Rate per Guard Posted</p> <ul style="list-style-type: none"> a) The regular guards (8 hrs./day) shall render an eight (8) hour daily shift for one month inclusive of Saturdays, Sundays & Holidays, Rest Days and Special Days within a month. b) The Applicable Daily Wage Rate shall be in accordance with the latest Wage Order issued by the Regional Tripartite Wage and Productivity Board of Region XI. (DOLE Wage Order No. RB XI-21. c) Statutory deductions shall be as prescribed by concerned agencies (SSS, Philhealth, HDMF, ECC). SSS contributions shall be based on the total amount paid directly to guard. d) VAT shall be applied only to the administrative overhead/profit margin in accordance with BIR Memorandum Circular No. 39-2007. <p>2. Right to Vary Security Services Requirements The Provincial Government of Davao del Norte shall have the right, as its interest may require, to vary its security services requirements, increase/decrease the number of guards (in accordance with GPPB Resolution No. 24-2007) or change logistics/equipage requirements as the necessity for the same arises. The agency shall comply to that effect within twenty-four (24) hours from receipt of a written notice from the Provincial Government of Davao del Norte.</p> <p>3. Non-Assignment The award of contract shall not be assigned to any other party or parties.</p> <p>4. Termination for a cause In addition to the Grounds for Termination of Contracts stated in GPPB Resolution No. 018-2004 (Guidelines on Termination of Contracts), the Provincial Government of Davao del Norte shall also have the right to terminate the contract by written notice to the Agency thirty (30) calendar days upon receipt thereof in any of the following cases:</p> <ul style="list-style-type: none"> a) When the Agency fails to maintain a Special Bank Account within the contract duration per ITB Clause No. 21.1 (6); b) When the Agency has willfully and intentionally or through negligence caused the death or infliction of serious physical injury on any person inside the premises of the Provincial Government of Davao del Norte or on any personnel while on official duty outside the installation; c) When the Agency guard has willfully, intentionally or through negligence caused irreparable damage to the prestige or vital interest of the Provincial Government of Davao del Norte or caused great destruction to the properties and equipment, or caused great economic loss by the guard's personal participation or non- performance of his duties and responsibilities. d) When the Agency fails to pay the salary due to any guard in accordance with the security services contract for two consecutive billing periods without just cause; e) When the Agency has violated its other obligations under its Contract with the Provincial Government of Davao del Norte and refuses to comply and/or remedy the violation upon notice within the reasonable period given by the Provincial Government of Davao del Norte.





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	<p>f) When upon result of the audit findings, the Provincial Government of Davao del Norte finds the Agency resorting to unauthorized, illegal, involuntary and unreasonable deductions resulting to short or underpayment of salaries of its guards; and/or</p> <p>g) Agency's failure to perform its obligations and maintain a satisfactory performance within the contract period based on the criteria prescribed below:</p> <p>ADDITIONAL TECHNICAL PARAMETERS</p> <p>The service provider/contractor shall maintain a satisfactory level of performance throughout the term of the contract based on the following performance criteria:</p> <ol style="list-style-type: none"> 1) Quality of Service Delivered (30%) 2) Contract administration and management (30%) 3) Management and suitability of personnel (20%) 4) Time Management (10%) 5) Provision of regular progress reports (10%) <p>An assessment or evaluation of the performance of the service provider/contractor shall be done quarterly. The result of two (2) quarters assessment shall be used as basis to extend or pre-terminate the contract.</p> <p>5. Selection of Replacements for Unexpired Portion of the Contract</p> <p>Should the Provincial Government of Davao del Norte pre-terminate the services of the Agency, the unexpired life of the contract shall be awarded in accordance with the Revised IRR of R.A. 9184 (Government Procurement Act).</p> <p>6. Extension of Security Services Contract</p> <p>The Provincial Government of Davao del Norte, as its interest require, may further extend/renew the contract of the incumbent Agency after consuming the multi-year contract, pursuant to Section 5.0, Annex 14, Guidelines on the Procurement of Security and Janitorial Services.</p> <p>7. Agency's responsibility for Death/ Injury and/or Loss/Damage</p> <p>The Agency shall be liable for any death/ injury and/or loss/damage to life and/or property within the premises of Provincial Government of Davao del Norte due to theft, pilferage, robbery and other unlawful acts committed by its guards, or by third persons when such could have been avoided/prevented had the Agency Guards not been negligent or remiss in the performance of his/her assigned duties and responsibilities, provided such death/injury and/or loss/damage shall be reported by the Provincial Government to the Agency and/or any of its guards within forty eight(48) hours from the time of discovery of such death/injury and/or loss/damage.</p> <p>8. Upon receipt of the Notice of Award, the Agency shall</p> <ol style="list-style-type: none"> a. Open a Special Bank Account for the "Agency Guard Payroll Fund" with the Land Bank of the Philippines Tagum Branch, and deposit an amount equivalent to one (1) month salary of all guards to be posted at the Provincial Government's installation(s) computed on the basis of the monthly rate per guard. The Agency shall be required to present the copy of the Pass Book of the Special Bank Account to the Provincial Government of Davao del Norte. b. Secure a certification from the Governor or his designee that the Agency has submitted the list of names of guards to be posted and the logistic/equipage requirements dedicated to the installation.





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	<p>Failure to comply with any of the above requirements shall be sufficient cause for the cancellation of award of contract. In such event, the bid security of the defaulted winning bidder shall be forfeited in favor of the Provincial Government of Davao del Norte.</p> <p>All bid prices for the duration of three (3) years shall be fixed and shall not be adjusted during the contract implementation, except for the following:</p> <ul style="list-style-type: none"> a. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding. b. Increase in taxes. c. If during the term of the contract the Procuring Entity sees the need for an increase or decrease in the number of security guards, the resulting cost of said increase or decrease, provided that the ABC for the relevant year is not exceeded.
<p><u>GCC Clause 2.2</u> No further instructions</p>	<p><u>GCC Clause 2.2</u> Payment instructions:</p> <ul style="list-style-type: none"> a. Agency shall submit its billing to the Provincial Government of Davao del Norte within five (5) days after payment of guards' salaries which is scheduled not later than the 20th of the month and 5th of the succeeding month. b. The Provincial Government of Davao del Norte shall pay the Agency based on the latter's actual performance of the services required under the contract and bid specifications taking into account the number of guards posted, the contract rate per guard per month and the deductions for penalties committed, and other charges, if any, for that particular month.
<p><u>GCC Clause 4</u> The inspections and tests that will be conducted are: After the delivery and acceptance of the end user</p>	<p><u>GCC Clause 4</u> The inspections and tests to be conducted:</p> <ul style="list-style-type: none"> a. The Provincial Government of Davao del Norte shall have the right to inspect/or conduct performance audit to confirm the agency's conformity with the provisions of the contract and specifications. The Agency shall allow the Provincial Government's duly appointed inspectors/auditors free access of records, documents and facilities for inspection and audit. It shall likewise provide any and all relevant information as may be required by the Provincial Government. b. The Provincial Government of Davao del Norte shall also be given access to the Agency's records of payment of salaries and wages.
<p><u>Section VII. Technical Specifications</u></p>	<p><u>Section VII. Technical Specifications</u></p> <p><u>ARTICLE I</u></p> <p><u>SCOPE OF SECURITY WORK</u></p> <ol style="list-style-type: none"> 1. The Agency shall provide and make available the necessary number of qualified, acceptable, licensed, bonded, armed and uniformed security guards on a 24-hour daily coverage for various buildings/offices of the Province of Davao del Norte, for the purpose of ensuring its security and safety, including properties of the Provincial Government of Davao del Norte deposited and stored therein, as well as the persons and properties of the employees of the Provincial Government of Davao del Norte against losses and damage due to and/or caused by theft, pilferage, robbery and other unlawful acts of strangers and/or third parties. 2. The Agency shall provide the appropriate number of guards for three (3) shifts a day. The tour of duty of each guard on regular duty shall be eight (8) hours daily inclusive of Saturdays, Sundays and holidays. No guard shall be made to render more than twelve (12) hours duty





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<p style="text-align: center;"><u>Section VII. Technical Specifications</u></p>	<p>within a 24-hour period except in cases of extreme necessity and only upon prior written permission from the Provincial Government (authorized representative or designee). The Agency shall provide reserve guards, which shall not be less than ten percent (10%) of the total number of regular guards required under this contract.</p> <p>3. The Agency shall be liable for any loss, injury or damage to life and/or property within the premises of the Provincial Capitol and other buildings/facilities as mentioned in the Technical Specifications hereof and all the contents thereof when such could have been avoided/prevented had the Agency guard(s) not been negligent and/or remiss in the performance of their assigned duties and responsibilities; provided, that such loss, injury or damage shall be reported in writing by the Provincial Government (authorized representative or designee) to the Agency and/or any of its guards assigned with the Provincial Government within forty eight (48) hours from the time of discovery of such loss, injury or damage.</p> <p>4. The Agency shall at all times extend security and protection to Provincial Government's visitors and personnel within the office(s) and those on authorized official travel(s)/missions as the need arises.</p> <p><u>ARTICLE II</u> <u>PAYMENT</u></p> <p>1. The Provincial Government of Davao del Norte shall pay the AGENCY based on the latter's actual services rendered under this Contract, taking into account the actual number of security guards, their actual tour of duty and respective compensations per month as listed in the Purchase Order/Contract hereof, and deductions for penalties under Article VII hereof. It is understood that the AGENCY'S billings include all the statutory compensation and benefits due to its security guards. Any increase in the minimum wage may be allowed subject to the conditions pursuant to the GCC hereof (GCC Clause 1).</p> <p><u>ARTICLE III</u> <u>MANNER OF PAYMENT</u></p> <p>1. Payment shall be made within five (5) working days after receipt of billing from the Agency for services rendered together with all documentary requirements. The bill of the AGENCY shall be supported by a properly accomplished payroll showing the gross amount earned, deductions and the net amounts payable to the security guards and properly signed daily time records. The number of security guards considered for billing purposes shall not exceed those listed in the duly approved guard deployment roster covering the billing period. Deductions from billings shall be imposed as provided for in Article VII hereof.</p> <p>2. The AGENCY hereby binds itself to pay its employees in accordance with the provisions of pertinent laws and/or other legal issuances governing security agencies. The AGENCY shall solely be responsible for the payment of all indemnities to its guards, which may arise under existing laws and shall comply with the provisions of all other Philippine Laws relative to its employees. For information purposes, the AGENCY shall, every end of the month, submit to Provincial Government of Davao del Norte (authorized representative or designee) reports and/or information concerning illness and/or accidents occurring or befalling its employees assigned to Provincial Government of Davao del Norte. If the Provincial Government of Davao del Norte becomes liable to any employee of the AGENCY under the provisions of any law resulting from the AGENCY'S failure to comply with said law, the AGENCY shall reimburse the Provincial Government of Davao del Norte for all payments made to said employee, including the cost of suit as the case may be. The AGENCY shall, together with its billings, submit to Provincial Government of Davao del Norte a sworn statement certifying that it has paid the salaries, wages and/or benefits due to its guards under the law,</p>





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	<p>including remittances to concerned government offices of all mandatory deductions for the billing period.</p> <p>3. The AGENCY shall, upon receipt of the Provincial Government's Purchase Order/Contract open a SPECIAL BANK ACCOUNT in the name of the AGENCY'S Guard Payroll Fund with the Land Bank of the Philippines Tagum Branch in an amount not less than one (1) month salary of all guards servicing the Provincial Government's offices computed on the basis of the monthly rates per guard as indicated in the Purchase Order/Contract hereof.</p> <p>4. Withdrawals from the "Payroll Fund" shall be made by the AGENCY at the end of every billing period in the amount equivalent to the total payrolls for the particular period.</p> <p>5. Replenishment of the "Payroll Funds" shall be in the following manner:</p> <ol style="list-style-type: none"> a. At the end of every billing period, the AGENCY shall submit to the Provincial Government of Davao del Norte its regular billing invoice, the official guard detail duly signed by the AGENCY (Supervisor) and Provincial Government's authorized representative or his designee, including the accomplished and approved guards' daily time records, a copy of the paid-up payroll complete with guards' signature and for the first claim, a copy of this Contract and proofs of remittances to concerned government offices of mandatory deductions. b. The Provincial Government of Davao del Norte shall prepare, process and release payment based on the billing statement for each billing period payable to the AGENCY'S Special Bank Account (Guards' Payroll Fund) as replenishment of the withdrawals for the salaries of the guards and other payables to the AGENCY as payment for its share and remittances to the SSS, State Insurance/ECC, PhilHealth and Pag-ibig Fund. This agreement shall be in the form of an Addendum to be attached to the main Contract. The AGENCY shall also submit monthly a notarized affidavit, including proof of remittance that all contributions in favor of the guards are properly remitted to the concerned government agencies, which shall form part of the documentary requirements in the AGENCY'S billing with the Provincial Government of Davao del Norte. <p>6. At the expiration or termination of this Contract, the AGENCY agrees and authorizes the Provincial Government of Davao del Norte to withhold payment for the last billing period and apply the amount to any legal claim/s of any guard or guards employed under the AGENCY arising out of the service contract that has expired or has been terminated subject to the usual clearance procedure.</p> <p><u>ARTICLE IV</u></p> <p>OBLIGATIONS & RESPONSIBILITIES OF AGENCY</p> <ol style="list-style-type: none"> 1. It is expressly understood and agreed that for all legal intents and purposes, all the guards of the AGENCY employed under this Contract shall not be considered employees of the Provincial Government of Davao del Norte. The AGENCY assumes full responsibility for the faithful and complete performance by the security guards of all their duties pursuant to the provisions of this Contract. 2. The AGENCY shall ensure and guarantee that its security guards shall familiarize themselves with officers and personnel of the Provincial Government of Davao del Norte and at all times accord to them the highest respect and courtesy. 3. The AGENCY shall submit promptly every morning to the Provincial Government of Davao del Norte (authorized representative or his designee) the shift guard mounting reports, as well as reports of all incidents of loss, injury or damage to life and property, involving the





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	<p>Provincial Government's property and personnel that occurred during the previous day.</p> <ol style="list-style-type: none"> 4. The AGENCY shall provide each guard with the appropriate AGENCY-owned and licensed firearms and ammunitions as required in this Contract, or that which may be required by the Provincial Government of Davao del Norte in the future as warranted by the situation, during his tour of duty, including but not limited to office and transportation equipment and such other accessories or related equipment, tools, supplies and materials for the use, service and control of the security force under this Contract. 5. The AGENCY shall exercise effective administration, control, supervision and inspection, through its Supervisors/Shift-in-Charge, to prevent any violation or commission of anomalous acts by the guards, whether on or off duty. The AGENCY shall be liable for any willful, intentional or negligent act or omission of the guards resulting in death/injury to the Provincial Government's personnel or visitors, or damage/loss to Provincial Government's properties or those of its personnel or visitors within the service areas. 6. The AGENCY shall assign only members of the force who are acceptable to the Provincial Government of Davao del Norte (authorized representative or his designee) and the AGENCY shall not pull out any security guard from the Provincial Government without the written consent of the latter. 7. The AGENCY hereby guarantees that all guards shall follow all regulations, policies, security programs and plans of the Provincial Government to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all security guards shall observe the highest courtesy and respect towards all officials and employees of the Provincial Government including authorized visitors/clients in the execution of their duties. 8. The AGENCY shall provide the Provincial Government with the number of guards as stated in the Purchase Order/Contract hereof, and any decrease or increase in the number of guards shall require the written approval of Provincial Government. 9. The AGENCY shall diligently and faithfully serve the best interests of the Provincial Government of Davao del Norte in rendering its services and shall not, during the period of this Contract or at any time thereafter, use or disclose to any unauthorized person, firm or entity, any classified information concerning the business affairs of the Provincial Government of Davao del Norte which any member of the security force of the AGENCY may have acquired by reasons of such contractual relationship. 10. The AGENCY hereby guarantees that the salaries of guards detailed with the Provincial Government of Davao del Norte shall be paid during the regular working hours not later than the 20th day of the month and 5th day of the succeeding month. Any repetitive or unjustified delays in the payment of the salaries attributable to the AGENCY, or if the guards are not paid the exact amount due to them as reflected in the payroll, shall be sufficient ground for Provincial Government to terminate the service contract. 11. The AGENCY shall guarantee that all the employer's share being paid by the Provincial Government of Davao del Norte to the AGENCY, like the SSS premiums, State Insurance/ECC, PhilHealth, Pag-ibig and others and the corresponding employee's shares being pre-deducted, are all remitted properly and on time to the concerned agencies and any unjustified delay or non-remittance of these amounts shall be a sufficient ground for the Provincial Government of Davao del Norte to remit these amounts directly to the concerned government agencies. 12. The AGENCY shall assign to the Provincial Government of Davao del Norte well trained, experienced, licensed, uniformed and armed guards who shall meet the following qualifications: <ol style="list-style-type: none"> a. For Supervisor/Shift-in-Charge, must have at least 36 units in college and at least two (2) year experience in supervisory





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	<p>security work. For the Regular Guard, at least High School graduate with at least two (2) year experience in security work.</p> <ul style="list-style-type: none"> b. Physically fit; height: at least 5'2" for female and 5'4" for male; age-at least 21 years old; c. Not related to any personnel of the Provincial Government of Davao del Norte within the 4th degree of consanguinity or affinity; d. Of good moral character, mentally sound and without criminal or police record; must have clearance from the PNP-accredited Drug Testing Center, the National Bureau of Investigation, and a Certificate from a Neuro-Psychiatrist duly accredited by the Philippine National Police; e. Possess the qualifications as prescribed in Rule III, Section 5 and must have passed the physical/mental examination for security personnel as prescribed in Rule XXIII of the 1994 Revised Rules and Regulations implementing RA 5487, as amended, unless otherwise prescribed. <p>ARTICLE V</p> <p>RIGHTS OF THE PROVINCIAL GOVERNMENT OF DAVAO DEL NORTE</p> <ol style="list-style-type: none"> 1. The Provincial Government of Davao del Norte (authorized representative or his designee) shall conduct inspection in ranks/formation of guards, firearms and other equipage as required in the Contract upon the initial assumption of the contracted services before posting, and at least once every month thereafter. 2. The Provincial Government of Davao del Norte (authorized representative or his designee) shall have the authority and prerogative to conduct inspections of the guards during their tour of duty and to institute measures and implement plans/programs aimed to upgrade their state of morale, discipline, efficiency, fitness and general preparedness. 3. The Provincial Government of Davao del Norte (authorized representative or his designee) shall have the authority and prerogative to impose disciplinary sanctions for any violation committed by the AGENCY guard, during his tour of duty or off duty, inside the Provincial Government of Davao del Norte premises. Any such violation, which comes to the attention of the AGENCY first, shall be reported by the AGENCY to the Provincial Government of Davao del Norte in writing for appropriate action of the latter. 4. The Provincial Government of Davao del Norte shall have the right to increase or decrease the number of guards as the necessity for the same arises. AGENCY shall correspondingly increase or decrease the number of guards within twenty-four (24) hours from receipt of a written notice to that effect from the Provincial Government of Davao del Norte and AGENCY shall submit to the Provincial Government of Davao del Norte (authorized representative or his designee) within the first five (5) days of each month the updated list of guards so assigned, indicating the installation, name and residence address of guards, license number, SSS number, tax account number, disposition and duty schedule. 5. Whenever the Provincial Government of Davao del Norte (authorized representative or his designee) informs AGENCY in writing that any contracted guard, including any AGENCY personnel, in its findings and/or opinion is undesirable, the AGENCY shall, within twenty-four (24) hours from notice, relieve the employee and never again be assigned to the Provincial Government's premises, and if, for any reason which it deems necessary to protect its interest, the Provincial Government of Davao del Norte (authorized representative or his designee) shall request in writing the revamp of the entire security force, the AGENCY shall effect the same without additional cost on the part of the Provincial Government of Davao del Norte.





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	<p>6. The Provincial Government of Davao del Norte (authorized representative or his designee) shall have the right to screen, select, accept and/or reject AGENCY'S individual guards in accordance with the Provincial Government's preset criteria.</p> <p>7. The Provincial Government of Davao del Norte (authorized representative or his designee) shall have the right to inspect the guards at any time to ensure the proper security of the personnel, materials and equipment within its premises. Likewise, the Chief Security Officer shall have the authority and prerogative to conduct inspection and impose disciplinary actions for any violation(s) committed by the AGENCY guards, as provided in the preceding paragraph (2) and (3) above. This right of inspection by the Provincial Government of Davao del Norte shall not relieve the AGENCY from full responsibility for any inadequate security and protection of its personnel, premises and the contents thereof.</p> <p>8. The AGENCY security guards and personnel shall be under the supervision and control of the Provincial Government of Davao del Norte (authorized representative or his designee) with respect to deployment, work shifts and execution of security plans.</p> <p>9. The Provincial Government of Davao del Norte, for the purpose of implementing the operational aspects of this Contract, shall officially deal only with the Licensee as indicated in the License to Operate of AGENCY.</p> <p>10. The Provincial Government of Davao del Norte shall have access to records of payment of salaries and/or auditorial right over the payroll of the AGENCY.</p> <p>11. The Provincial Government of Davao del Norte shall deduct the penalties for absences and tardiness of the security guards and other violations of the guards and of the AGENCY from AGENCY'S monthly billings as provided in Article VI hereof.</p> <p><u>ARTICLE VI</u></p> <p>PENALTIES FOR OFFENSES OR VIOLATION OF RULES</p> <p>1. The Provincial Government of Davao del Norte (authorized representative or his designee) shall impose on AGENCY penalties for violations of this Contract committed by the AGENCY as listed below:</p> <table border="1"> <thead> <tr> <th style="text-align: center;">AGENCY VIOLATIONS</th> <th style="text-align: center;">PENALTY</th> </tr> </thead> <tbody> <tr> <td>a) AGENCY failed to issue firearm to posted guard.</td> <td>Deduction from the billing of P200.00 per post per day.</td> </tr> <tr> <td>b) AGENCY issued a firearm without license.</td> <td>Deduction from the billing of P150.00 per firearm without license per day.</td> </tr> <tr> <td>c) AGENCY issued a defective firearm to a posted guard.</td> <td>Deduction from the billing of P150.00 per firearm per day.</td> </tr> <tr> <td>d) AGENCY issued a firearm to a posted guard not owned or licensed in the name of the AGENCY.</td> <td>Deduction from the billing of P100.00 per firearm per day.</td> </tr> <tr> <td>e) AGENCY'S radio/ Communication equipment is defective or unserviceable</td> <td>Deduction from the billing of P100.00 per radio equipment per day.</td> </tr> <tr> <td>f) AGENCY posted guard that is not qualified as per contract</td> <td>Deduction from the billing of P100.00 per day per guard and removal of the guard from any detail upon receipt of the Provincial Government's notice.</td> </tr> <tr> <td>g) AGENCY failed to provide the required number of radios or communications equipment as required by the Contract.</td> <td>Deduction from the billing of P100.00 per radio or communications equipment per day.</td> </tr> <tr> <td>h) AGENCY issued a firearm of lower caliber than required by the Contract.</td> <td>Deduction from the billing of P75.00 per firearm per day.</td> </tr> <tr> <td>i) AGENCY failed to issue the required equipment required by the Contract, like metal detectors, power source, antenna, etc. or has issued, but unserviceable.</td> <td>Deduction from the billing of P75.00 each for lacking or unserviceable equipment per day.</td> </tr> <tr> <td>j) AGENCY has not issued any magazine for extra ammunition.</td> <td>Deduction from the billing of P50.00 per magazine per day.</td> </tr> </tbody> </table>	AGENCY VIOLATIONS	PENALTY	a) AGENCY failed to issue firearm to posted guard.	Deduction from the billing of P200.00 per post per day.	b) AGENCY issued a firearm without license.	Deduction from the billing of P150.00 per firearm without license per day.	c) AGENCY issued a defective firearm to a posted guard.	Deduction from the billing of P150.00 per firearm per day.	d) AGENCY issued a firearm to a posted guard not owned or licensed in the name of the AGENCY.	Deduction from the billing of P100.00 per firearm per day.	e) AGENCY'S radio/ Communication equipment is defective or unserviceable	Deduction from the billing of P100.00 per radio equipment per day.	f) AGENCY posted guard that is not qualified as per contract	Deduction from the billing of P100.00 per day per guard and removal of the guard from any detail upon receipt of the Provincial Government's notice.	g) AGENCY failed to provide the required number of radios or communications equipment as required by the Contract.	Deduction from the billing of P100.00 per radio or communications equipment per day.	h) AGENCY issued a firearm of lower caliber than required by the Contract.	Deduction from the billing of P75.00 per firearm per day.	i) AGENCY failed to issue the required equipment required by the Contract, like metal detectors, power source, antenna, etc. or has issued, but unserviceable.	Deduction from the billing of P75.00 each for lacking or unserviceable equipment per day.	j) AGENCY has not issued any magazine for extra ammunition.	Deduction from the billing of P50.00 per magazine per day.
AGENCY VIOLATIONS	PENALTY																						
a) AGENCY failed to issue firearm to posted guard.	Deduction from the billing of P200.00 per post per day.																						
b) AGENCY issued a firearm without license.	Deduction from the billing of P150.00 per firearm without license per day.																						
c) AGENCY issued a defective firearm to a posted guard.	Deduction from the billing of P150.00 per firearm per day.																						
d) AGENCY issued a firearm to a posted guard not owned or licensed in the name of the AGENCY.	Deduction from the billing of P100.00 per firearm per day.																						
e) AGENCY'S radio/ Communication equipment is defective or unserviceable	Deduction from the billing of P100.00 per radio equipment per day.																						
f) AGENCY posted guard that is not qualified as per contract	Deduction from the billing of P100.00 per day per guard and removal of the guard from any detail upon receipt of the Provincial Government's notice.																						
g) AGENCY failed to provide the required number of radios or communications equipment as required by the Contract.	Deduction from the billing of P100.00 per radio or communications equipment per day.																						
h) AGENCY issued a firearm of lower caliber than required by the Contract.	Deduction from the billing of P75.00 per firearm per day.																						
i) AGENCY failed to issue the required equipment required by the Contract, like metal detectors, power source, antenna, etc. or has issued, but unserviceable.	Deduction from the billing of P75.00 each for lacking or unserviceable equipment per day.																						
j) AGENCY has not issued any magazine for extra ammunition.	Deduction from the billing of P50.00 per magazine per day.																						





PROVINCIAL BIDS AND AWARDS COMMITTEE

FROM	TO																																									
	<table border="1"> <tr> <td>k)</td> <td>AGENCY has issued ammunitions short of the requirements as per Contract or has issued defective bullets.</td> <td>Deduction from the billing of P10.00 per unavailable ammo per day.</td> </tr> </table> <p>2. The Provincial Government of Davao del Norte (authorized representative or his assignee) shall impose on AGENCY penalties for offenses or violations as listed below, without prejudice to penalties as may be imposed by the Director General, Philippine National Police as provided for in Rule XVI, Administrative Sanctions of RA 5487 as amended, and to the disciplinary sanctions that may be imposed on the individual erring guard by the Provincial Government of Davao del Norte (authorized representative or his designee).</p> <table border="1"> <thead> <tr> <th style="text-align: center;">OFFENSES</th> <th style="text-align: center;">PENALTY</th> </tr> </thead> <tbody> <tr> <td>a)</td> <td>Abandonment of Post.</td> <td>Deduction from the billing of P200.00 and termination of the guard's service upon receipt of the written notice from the Provincial Government of Davao del Norte</td> </tr> <tr> <td>b)</td> <td>Posted security guard found drunk; drinking intoxicating liquor or found under the influence of prohibited drugs while on duty.</td> <td>Deduction from the billing of P200.00 and termination of the guard's service upon receipt of notice from the Provincial Government of Davao del Norte.</td> </tr> <tr> <td>c)</td> <td>Providing confidential information to unauthorized person(s).</td> <td>Deduction from the billing of P100.00 and termination of the guard's service upon written notice.</td> </tr> <tr> <td>d)</td> <td>Security guard firing or fired his firearm indiscriminately.</td> <td>- do -</td> </tr> <tr> <td>e)</td> <td>Posted security guard observed playing with his service firearm or allowed others to play or tinker with his firearm.</td> <td>- do -</td> </tr> <tr> <td>f)</td> <td>Security guard apprehended for alarm, scandal or disorderly conduct within the premises of the installation on or off duty.</td> <td>- do -</td> </tr> <tr> <td>g)</td> <td>Security guard engaging in mulcting or extortion activities.</td> <td>Deduction from the billing of P100.00 per incident and termination of the guard's service upon receipt of written notice from the Provincial Government.</td> </tr> <tr> <td>h)</td> <td>Manifested or display of discourteous or rude manner or failure to render appropriate respect or courtesy to the Provincial Government's official or employee or visitor.</td> <td>- do -</td> </tr> <tr> <td>i)</td> <td>Security guard found sleeping on duty.</td> <td>- do -</td> </tr> <tr> <td>j)</td> <td>Guard performing duty for more than eight (8) hours without written permission from the head of installation.</td> <td>Deduction from the billing of P100.00 per violation.</td> </tr> <tr> <td>k)</td> <td>Failure of the Security Guard to report to duty without prior notice.</td> <td>Deduction from the billing of P100.00 per incident of failure to report for duty.</td> </tr> <tr> <td>l)</td> <td>Failure of the posted security guard to carry his License to exercise his profession as Private Security Guard.</td> <td>Deduction from the billing of P50.00 per incident.</td> </tr> </tbody> </table> <p>ARTICLE VII</p> <p>RIGHT OF THE PROVINCIAL GOVERNMENT OF DAVAO DEL NORTE TO TERMINATE CONTRACT</p>	k)	AGENCY has issued ammunitions short of the requirements as per Contract or has issued defective bullets.	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Deduction from the billing of P100.00 per violation.	k)	Failure of the Security Guard to report to duty without prior notice.	Deduction from the billing of P100.00 per incident of failure to report for duty.	l)	Failure of the posted security guard to carry his License to exercise his profession as Private Security Guard.	Deduction from the billing of P50.00 per incident.
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PROVINCIAL BIDS AND AWARDS COMMITTEE

FROM	TO
	<ol style="list-style-type: none">1. It is expressly understood herein that the relationship of AGENCY with the Provincial Government of Davao del Norte is based purely on the trust and confidence of the latter in the former and that the Provincial Government of Davao del Norte shall have the right to terminate the Contract in case of loss of said trust and confidence in the AGENCY, upon thirty (30) days prior written notice therefore to the AGENCY.2. The Provincial Government of Davao del Norte shall have the right to terminate the Contract, after a thirty- (30) day written notice therefore to the AGENCY on the following grounds:<ol style="list-style-type: none">a. When AGENCY guard has willfully and intentionally or through negligence caused the death of, or has inflicted serious physical injury on any person or any personnel inside the premises of the Provincial Government of Davao del Norte while on official duty.b. When AGENCY guard has willfully and intentionally or through negligence caused irreparable damage to the prestige or any vital interest of the Provincial Government of Davao del Norte, great destruction of Provincial Government's properties and equipment, or great economic loss by personal participation or non-performance of his duties and responsibilities.c. When AGENCY has violated other obligation required under this Contract and refused to comply and/or remedy the violation within the reasonable period given by the Provincial Government of Davao del Norte.d. When AGENCY fails to pay the salaries of any guard in accordance with Annex "A" of the Contract for two consecutive billing periods without just cause.e. When upon result of the audit findings, the Provincial Government of Davao del Norte finds the AGENCY resorting to unauthorized, illegal, involuntary and unreasonable deductions resulting to short and underpayment of salaries of guards thereby affecting their state of morale and efficiency.f. When the Provincial Government of Davao del Norte finds the AGENCY to have failed in their obligation to any of its guards based on the AGENCY'S Contract with the Provincial Government of Davao del Norte thus, affecting the state of morale and efficiency of the entire force.g. When AGENCY increased or decreased the number of guards without written approval of the Provincial Government of Davao del Norte.3. The Provincial Government of Davao del Norte as its interest may require, shall have the right to cancel or terminate the award of this Contract when the AGENCY, upon written notice, fails to comply any or all of the following, before the initial posting;<ol style="list-style-type: none">a. Open a Special Bank Account as provided under this Contract to be presented to the Provincial Government of Davao del Norte;b. Present physically to the Provincial Government of Davao del Norte (authorized representative or his designee) all the equipage requirement under this Contract, including the list of names of security guards to be posted; and/orc. Provide the performance security as required under this Contract within the reasonable period prescribed by the Provincial Government of Davao del Norte.4. The Provincial Government of Davao del Norte may, without incurring any liability, and as its interest may require, terminate the Contract in whole or in part, at any time, at its convenience by written notice sent to the AGENCY. The notice of termination shall specify that such termination is for the Provincial Government's convenience and state the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. <p><u>ARTICLE VIII</u></p>





PROVINCIAL BIDS AND AWARDS COMMITTEE

FROM	TO
	<p>WARRANTY CLAUSE</p> <p>The AGENCY hereby warrants that it or its representative has not offered or paid, directly or indirectly, any government officer and Provincial Government official or employee any consideration or commission for the Contract nor has it or its representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the AGENCY will not subcontract any portion or portions of the scope of work of the Contract awarded (to him to any official or employee of the Provincial Government of Davao del Norte and to the relatives within the 3rd degree of consanguinity or affinity of the Provincial Government officials who are directly and/or indirectly involved in the Contract awards or project prosecution); that if any commission is being paid to a private person, he shall disclose the name of said person and the amount being paid; and that any violation of this warranty shall constitute a sufficient ground for the rescission or cancellation of this Contract or the reduction from the Contract price of the consideration or commission paid without prejudice to the filing of civil or criminal action under the Anti-Graft Law and other applicable laws against the AGENCY and/or his representative and the Provincial Government official/employee.</p> <p><u>ARTICLE IX</u></p> <p>VALIDITY CLAUSE</p> <p>If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.</p> <p><u>ARTICLE X</u></p> <p>VENUE OF ACTION AND COURT LITIGATION</p> <p>The parties hereto hereby agree that the venue of action for any cause or causes of action, which may arise from this Contract, shall be exclusively the proper court of Tagum City, Philippines. In case of Court litigation arising out of any violation of the terms and conditions of this Contract by AGENCY, or any cause arising there from, the amount of twenty percent (20%) of the value of the award made by the Court shall be paid by AGENCY to the Provincial Government of Davao del Norte by way of attorney's fees and other expenses of litigation but in no case shall such amount for attorney's fees and other expenses of litigation be less than P50,000.00.</p> <p><u>ARTICLE XI</u></p> <p>DURATION</p> <p>The duration of this contract is three (3) years and shall take effect on the actual date of posting as certified by the Governor or his designee or otherwise cancelled and/or terminated by the Provincial Government of Davao del Norte upon serving thirty (30) days advance written notice to the AGENCY of its intention to terminate the Contract; provided that the AGENCY may terminate the Contract only upon reasonable grounds and with prior written approval of, and upon serving thirty (30) days advance written notice to the Provincial Government of Davao del Norte; provided, further, that in the event the License to Operate of AGENCY is cancelled/revoked by the PNP, then the Contract shall automatically cease to operate without need of serving the thirty (30) days advance written notice aforesated.</p> <p>_____</p> <p>Name of Bidder</p> <p>Approved by:</p>





PROVINCIAL BIDS AND AWARDS COMMITTEE

FROM	TO
	<p data-bbox="667 259 1019 294">_____ Name & Signature/Date</p> <p data-bbox="667 358 1019 393">_____ Position</p>





BREAKDOWN OF REQUIREMENT FOR MANPOWER:

POST		TIME OF SHIFT		
		0700H-1500H	1500H-2300H	2300H-0700H
DC/SC		1	1	1
TAHANAN NG GOBERNADOR	VIP GATE	1	1	1
	TAHANAN GATE	1	1	1
	WHITE HOUSE	1	1	1
GATES	ENTRANCE GATE	1	1	CLOSE
	EXIT GATE	1	1	CLOSE
	DUSTY ROAD	1	1	1
CAPITOL MAIN BUILDING	PGO	1 (10:00 AM - 6:00 PM)	CLOSE	CLOSE
	LEFT WING	1		CLOSE
	RIGHT WING	1		CLOSE
	LOBBY ENTRANCE	2	1	1
ROVING	ROVING CAPITOL	1	1	1
NEW SP BUILDING		3 (8:00 AM – 4:00 PM)		
OLD SP BUILDING/RTC BRANCH 2		2 (8:00 AM – 4:00 PM)		
PROVINCIAL ENGINEER'S OFFICE		1	1	1
PROVINCIAL HEALTH OFFICE		1 (8:00 AM – 4:00 PM)		
BSP/GSP (Tagum City)		CSS	CSS	1
SPORTS COMPLEX (TAGUM CITY)	GATE 2	1	1	1
	ROVING COMPLEX	1	1	1
PTV TOWER (TAGUM CITY)		CLOSE	CLOSE	1
BAEX/TLDC (TAGUM CITY)		1	1	1
SALAWAO FARM (TALAINGOD)		1	1	1
WOMENS DEVELOPMENT CENTER (NEW CORELLA)		1	1	1
BAHAY PAG-ASA (NEW CORELLA)		1	1	1
LUNTIAN PARAISO (NEW CORELLA)		3	3	2
CARMEN HOSPITAL		2	2	1
KAPALONG HOSPITAL		3	3	3
SAMAL HOSPITAL		2	1	1
PEO (SAMAL)		1	1	1
PEO (CARMEN)		1	1	1
<i>TOTAL SG PER SHIFT</i>		38	27	25
<i>GRAND TOTAL</i>		90		

NOTE: TIME SHIFT AND POST OF SECURITY GUARDS CAN BE ADJUSTED AS REQUIRED BY THE SITUATION





PROVINCIAL BIDS AND AWARDS COMMITTEE

FROM	TO
<p>SECTION VIII. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS</p> <p>II. FINANCIAL COMPONENT ENVELOPE</p> <p>J. Original of duly signed and accomplished Financial Bid Form enclosed in bid document; <u>and</u></p> <p>K. Bid form PASIMS generated (This shall be given upon receipt of the Bidding Document after payment of the non-refundable fee)</p> <p>Note: 1. Fill-up the Bid form PASIMS generated provided, (Handwritten or Typewritten). 2. Only the original bid form shall be accepted. 3. Photocopy of the Bid form shall be accepted, provided that it shall be in the original size of the bid form (8.5x13) paper size.</p> <p>L. Original of duly signed and accomplished Price Schedule(s).</p>	<p>SECTION VIII. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS</p> <p>II. FINANCIAL COMPONENT ENVELOPE</p> <p>J. Original of duly signed and accomplished Financial Bid Form enclosed in bid document; <u>and</u></p> <p>K. Bid form PASIMS generated (This shall be given upon receipt of the Bidding Document after payment of the non-refundable fee)</p> <p>Note: 1. Fill-up the Bid form PASIMS generated provided, (Handwritten or Typewritten). 2. Only the original bid form shall be accepted. 3. Photocopy of the Bid form shall be accepted, provided that it shall be in the original size of the bid form (8.5x13) paper size.</p> <p>L. Financial Proposal Submission Sheet</p> <p>M. Computed Bid Price Proposal Submission Sheet (Based on DOLE XI Wage Order No. RB XI-21</p> <p>ADDITIONAL REQUIREMENTS FOR SUBMISSION DURING POST-QUALIFICATION:</p> <ol style="list-style-type: none"> 1. Affidavit of Employees' Welfare 2. Notarized copy of Statement of Disposition of Clients, Security Guard & Firearms submitted to and proof of receipt by the PNP-SAGSD for the month of _____. 3. Certified true copy of valid License to Operate issued by the Security Agency and Guards Supervisory Division (SAGSD), PNP 4. Submission of Security Plan for the contract, and 5. Submission of the approved Security Agency's Recruitment and Selection Process.





2. Computed Bid Price Proposal Submission Sheet (Based on DOLE XI Wage Order No. RB XI-21)

Provincial Government of Davao Del Norte

Name of Contract _____
 Reference Number _____
 Office/Installation/Location _____

PARTICULARS	REGULAR GUARD (90)	
	8 Hours daily	
A. AMOUNT DUE TO GUARD per Month		
Daily Rate (W)	P	
1. Average Pay per month APM		
2. 4 Hours extra duty		
3. Night Shift Differential		
4. 13th month pay		
5. Five days Incentive Pay		
6. Uniform Allowance		
7. Cost of Living Allowance (COLA)		
Total Amount due to Guard		P
B. AMOUNT DUE TO GOVERNMENT (Employer's Share)		
1. SSS Premium		P
2. Medical Contribution (Philhealth)		
3. State Insurance/ECC		
4. PAG-IBIG Premium		
5. Retirement Benefits		
Total Amount due to Government		P
C. AMOUNT DUE TO GUARD AND GOVERNMENT (A + B)		P
D. MATERIALS , SUPPLIES AND EQUIPMENT		P
E. PROFIT MARGIN		P
F. VAT (12% OF E)		
G. MONTHLY RATE PER GUARD		P
H. TOTAL BID PRICE (G x No. of Guards x 12)		P

Note: Computed Price should be based on DOLE XI Wage Order No. RB XI-21





3. AFFIDAVIT OF EMPLOYEES' WELFARE

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S

AFFIDAVIT TO PROVIDE EMPLOYEES' WELFARE

I, _____, of legal age, Filipino with residence and postal address at _____ after having been duly sworn to in accordance with law, hereby depose and state:

1. THAT, I am the _____ of _____
(President/Proprietor/General Manager)
with principal address at _____ duly authorized by the Agency to execute the Affidavit of Undertaking;
2. THAT, as part of the commitment to provide employees' welfare, the Agency hereby undertakes to perform the following:
 - a) To promptly pay the employees' salary and wage prescribed in the minimum wage law;
 - b) To provide each employee the mandated health and medical but limited to annual physical examination, insurance benefits, Pag-ibig benefits, separation and retirement pay benefits;
 - c) To pay the employees' 13th month pay as provided by law;
 - d) To comply with the rules on compulsory remittance of SSS premiums, BIR, Philhealth and Pag-ibig dues;
 - e) To pay the mandated taxes such as Value Added Tax and other taxes as may be mandated thereafter
3. THAT, it is understood that the failure of the Agency to abide and conform with the aforesaid commitments shall be a ground for sanction and/or termination of our contract with the National Transmission Corporation, if ever it is awarded the contract.

IN WITNESS WHEREOF, I hereto set my hand this _____ day of _____ 2023 at _____, Philippines.

AFFIANT

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2023, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____, 2023 at _____, Philippines.

NOTARY PUBLIC

Doc. No. _____;
Page NO. _____;
Book No. _____;
Series of 2023



For guidance and information of all concerned.

Issued this 5th day of October, 2023.

A handwritten signature in black ink, appearing to read "Dennis B. Devilleres".

DENNIS B. DEVILLERES, LL.B.

Provincial Economic Enterprise Development Officer
Chairperson, Bids and Awards Committee

