



Republic of the Philippines  
**METRO KIDAPAWAN WATER DISTRICT**  
 Lanao, Kidapawan City

Tel nos. (064)577-1533, 577-1865, Fax no. (064) 572-5555

E-mail Address: [metrokidapawan\\_wd@yahoo.com](mailto:metrokidapawan_wd@yahoo.com)

Website: [www.metrokidapawanwd.gov.ph](http://www.metrokidapawanwd.gov.ph)

**"Committed to Service, Development and Self-Reliance"**



ISO 9001:2015 Certified

NTP # 2021-12-006

24 DEC 2021

**BESIDA SECURITY AGENCY**

J. Sulit Bldg. Mc Arthur Highway  
 Matina, Davao City

**NOTICE TO PROCEED**

Dear **Sir/Madame**:

The attached Contract Agreement having been approved, notice is hereby given to **BESIDA SECURITY AGENCY** that work may commence on the **Procurement of Security Agency for CY 2022 to 2024** effective upon receipt of this notice.

Upon receipt of this notice, you are responsible for performing the delivery of supply under the terms and conditions of the contract and in accordance with the implementation schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Metro Kidapawan Water District.

Very truly yours,

**STELLA M. GONZALES, MPS**

General Manager

I acknowledge receipt of this Notice on  
 Name of the Representative of the Bidder:  
 Authorized Signature:

REN GUE S. OSOM  
12-28-21



Republic of the Philippines  
**METRO KIDAPAWAN WATER DISTRICT**

Lanao, Kidapawan City

Tel nos. (064)577-1533, 577-1865, Fax no. (064) 572-5355

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**NOA # 2021-12-006**

December 13, 2021

### NOTICE OF AWARD

#### **BESIDA SECURITY AGENCY**

J. Sulit Bldg. Mc Arthur Highway  
Matina, Davao City

Sir/ Madam:

Pleased be notified that the contract for **Procurement of Security Services for CY 2022 to 2024** has been awarded in your favor per MKWD BOD Resolution No. 268, series of 2021, dated December 7, 2021 the amount of **Nine Million Seven Hundred Twenty Thousand Nine Hundred Ninety and 34/100 Pesos Only (PhP9,720,990.34)**

Accordingly, to guarantee your faithful performance under the contract, please submit to us within a maximum period of ten (10) calendar days from receipt of this Notice of Award (NOA), a performance security posted in favor of the Metro Kidapawan Water District in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Thirty percent (30%)

Within the same ten (10) calendar-day period from receipt of this NOA and upon submission of the performance security, you or your duly authorized representative is also to sign and date the attached contract and return it to the MKWD Office of the General Manager. The posting of the performance security shall in no case later than the signing of the contract.

Failure to comply with the abovementioned requirement shall constitute sufficient ground for the annulment of this award and forfeiture of your bid security.


Very truly yours,

**STELLA M. GONZALES, MPS**

General Manager



Received by:

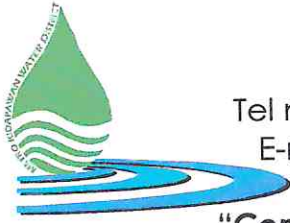
  
Edyari OSORIO

(Signature above Printed Name)

12-16-21

Date and Time





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ISO 9001:2015 Certified  
Cert. No. 66478

## 1 LOT HIRING OF SECURITY SERVICES FOR CY 2022-2024

### KNOW ALL MEN BY THESE PRESENTS:

**METRO KIDAPAWAN WATER DISTRICT** a Government-Owned and Controlled Corporation (GOCC) duly organized and existing under and by virtue of Presidential Decree No. 198, as amended, with office address at Lanao, Kidapawan City, represented by its General Manager, **STELLA MARESGONZALES, MPS**, duly authorized for this purpose, herein after called the **"WATER DISTRICT"**.

**-And-**

**BESIDA SECURITY AGENCY**, a duly organized and existing entity under and by virtue of the laws of the Republic of the Philippines, with office and station address at J. Sulit Bldg., Mc Arthur Highway, Matina, Davao City represented by its authorized representative, **EDGAR A. OSORIO**, herein after called the **"SECURITY AGENCY"**.

### WITNESSETH:

**WHEREAS, WATER DISTRICT** needs the services of the **SECURITY AGENCY**, for the purpose of maintaining Law and Order at its business address located at Barangay Lanao, Kidapawan City; by protecting and guarding its property from theft, robbery, arson, destruction or damage; as well as protecting its officers, employees and guests from assault, harassment, or intimidation; as well as enforcing and implementing rules, policies, and regulations relative to the maintenance of security and safety of Water District's facilities and personnel.

**WHEREAS, the SECURITY AGENCY** is duly licensed and bonded security agency operating under the provisions of the Republic Act No. 5487, as amended with Regular License to Operate **No. PSA -12-110105D -2021**.

**WHEREAS, WATER DISTRICT** awarded the Contract to the **BESIDA SECURITY AGENCY** based on the price stipulated in its winning BID.

Now, **THEREFORE**, for and in consideration of the foregoing premises and of the mutual covenants and provisions hereafter set forth the parties hereto have agreed and do hereby mutually agree as follows:

## 1. PLACE AND LOCATION

The **SECURITY AGENCY** shall provide security guard services to the METRO KIDAPAWAN WATER DISTRICT located at Barangay Lanao, Kidapawan City, including its Sources, Facilities, Treatment Plants (see Annex A) as instructed by the **WATER DISTRICT**.

## 2. FUNCTIONS AND DUTIES

The guard/s functions and duties to the **WATER DISTRICT** are:

- 2.a Protect company's property to monitor and prevent intrusion, damage, hazards and breach of security;
- 2.b Monitor and control entrance and departure of employees and visitors according to prescribed protocol and enforce implementation;
- 2.c Prepare reports on daily activities, observations and incidents;
- 2.d Perform manipulation of valves of water system upon direct supervision of Water Resources Production Department;
- 2.e Maintain cleanliness, orderliness, peace and order and a smoke free working environment.


## 3. SECURITY GUARD REQUIREMENT

- 3.a The **SECURITY AGENCY** shall provide the **WATER DISTRICT** with more or less Fifty Three (53) Guards who shall render an eight (8) hours shift work per day including Sundays, Saturdays & Holidays.
- 3.b The number of contracted guards maybe increased or decreased at any time upon written request of the **WATER DISTRICT**.

## 4. QUALIFICATIONS

The Security Guard/s to be assigned by the **SECURITY AGENCY** to the **WATER DISTRICT** must be:

- 4.a Filipino Citizen;
- 4.b Of good moral character and reputation, courteous, alert and without criminal or police record;





- 4.c Physically and mentally fit not less than 18 nor more than 60 years of age;
- 4.d Duly licensed including the Security Officers and properly screened and cleared by the P.N.P., N.B.I., and other government offices issuing clearances for employment;
- 4.e In proper uniform and armed with licensed pistol, revolver or rifle with sufficient ammunition at all times during his/her tour of duty;
- 4.f Must passed a neuro-psychiatric examination and drug test;
- 4.g In possession of such other qualifications required by Republic Act No. 5487;
- 4.h Must have communication equipment such as portable handheld radio and cellular phone;
- 4.i The profile of security guards must be submitted to the **WATER DISTRICT** for verification prior to rendering their respective services;
- 4.j No disqualifying criminal history;
- 4.k Maintain a professional appearance and attitude.

## 5. MODE OF PAYMENT

For and in-consideration of the aforementioned services and during the effectivity of this contract, the **WATER DISTRICT** shall pay the **Security Agency** the estimated contract amount per year of **Nine Million Seven Hundred Twenty Thousand Nine Hundred Ninety and 34/100 Pesos (P 9,720,990.34)** to commence **January 1, 2022 to December 31, 2024** payable every 15<sup>th</sup> and 30<sup>th</sup> day of the month to be computed based on the PADPAO approved hourly rate of the actual services rendered by the SECURITY AGENCY. Overtime pay shall also be paid based on PADPAO approved hourly rate of actual overtime rendered. A 5% vat and 2% withholding tax (EWT) added to the Contract Rate of the SECURITY AGENCY shall be withheld by the **WATER DISTRICT** and remit the same to the Bureau of Internal Revenue as scheduled.

## 6. SUPERVISION CONTROL AND QUALITY OF SERVICE

The head Security working with the **WATER DISTRICT** shall implement and maintain security processes across the organization to reduce risks,



respond to incidents and direct exposure to liability in order to reduce financial loss to the Water District

Supervise all security personnel including outsourced security staff and educating them the various procedure and systems approved by the Water District

Implement and manage comprehensive location-wide safety and security education and awareness programs for employees, customers and security personnel and prepare incident written report on all significant incidents happening with the area of assignment.

That the following must be strictly observed:

- 6.a Be on post at least thirty (30) minutes before the tour of duty for smooth turnover of responsibility and other matters, and must serve at least eight (8) hours and a maximum of sixteen (16) hours;
- 6.b Prepare in advance the matrix of scheduled guards on duty to follow strictly and to avoid overlapping of responsibilities, and they must show full support on the Vision and Mission of METRO KIDAPAWAN WATER DSITRICT;
- 6.c Must show honesty towards service and possess all the qualities of being a good servant and
- 6.d Proper orientation/endorsement of reliever.

## 7. SERVICES OUTSIDE MKWD COMPOUND AND FACILITIES PREMISES:

The Guards of the **SECURITY AGENCY** must be equipped either duly licensed .38 caliber revolver, .9mm caliber pistol, 12 gauge shotgun, ammunitions, nightsticks, uniforms, and other paraphernalia for security purposes and for duties outside **MKWD** compound/premises, the travel expense and other allowances must be excluded on this contract.

## 8. LIABILITY TO GUARD AND THIRD PARTIES:

The **SECURITY AGENCY** is **NOT** an agent or employee of the **WATER DISTRICT** and the guards to be assigned by the **SECURITY AGENCY** to the **WATER DISTRICT** are in no sense employees of the latter as they are for all intents and purposes under contract with the **SECURITY AGENCY**.

- 9. The **SECURITY AGENCY** shall be responsible for the losses or damages to the property of the **WATER DISTRICT**, except those which shall be considered as fortuitous event beyond or competence of the guards control, from the time of discovery, the security guard shall report orally



to the **WATER DISTRICT** and within (8) hours, a written report must be submitted; provided further, that the **SECURITY AGENCY** shall be responsible only for the losses or damages to the reported property of the **WATER DISTRICT** whenever there is no apparent intrusion of the door, window or other points of entrance/exit such as egress or ingress. The **WATER DISTRICT** shall have no authority to automatically deduct its claims for losses and/or damages from the agreed compensation for the guards' services due to the **SECURITY AGENCY** nor to withhold payment of the same without prior notice to **SECURITY AGENCY**.

#### 10. REPLACEMENT OF ANY GUARD:

The **WATER DISTRICT** has the option to replace and change at any time whose work it finds or believes to be below standard, or whose conduct is unsatisfactory, or prejudicial to its interests, as determined by the **WATER DISTRICT**. The judgment of the **WATER DISTRICT** on such matters shall be final and binding should the **SECURITY AGENCY** refuse, the former may consider the same a valid cause for the termination of this Contract.

#### 11. OTHER TERMS AND CONDITIONS:

- 11.a Shall provide radio base the following facilities:
  - 1-unit MKWD Main Office, Brgy. Lanao, Kidapawan City
  - 1-unit Manongol Reservoir Complex, Brgy. Manongol, KC
  - 1-unit Lapaan Treatment Plant Facility, Brgy. Perez, KC
- 11.b Shall provide radio transmitter repeater;
- 11.c Shall provide handheld radio in all stations (See Annex A) ;
- 11.d Shall conduct mandatory training and firing to all security guards at least twice a year every June and December of the year;
- 11.e Shall provide security guard upon order by the **WATER DISTRICT** on other office activities;
- 11.f Provide sports utility vehicle at least 2020 model and one (1) security guard at least twelve (12) times a month during field collection;
- 11.g Mandatory formation every last Saturday of the month and special formation as the need arises with the presence of Head Security;
- 11.h Head Security must be licensed Security Officer and must submit weekly report;





- 11.i As a protocol, any incidents must be relayed to the **WATER DISTRICT**, from GM, AGMs, Managers to Security Facilitator, re: Police, Bureau of Fire, 911 hotlines must be reported and properly coordinated with the **WATER DISTRICT**;
- 11.j The **SECURITY AGENCY** must provide the **WATER DISTRICT** the required arms, pistol, shotgun and other security paraphernalia intended for the deployed guards to respective post/assignment (see Annex A);
- 11.k The **SECURITY AGENCY** shall provide a total of twenty (20) units HDD CCTV Cameras for following major stations, to wit;
1. 5-units Lapaan Treatment Plant Facilities, Brgy. Perez, KC
  2. 5-units Manongol Reservoir Complex, Brgy. Manongol, KC
  3. 10-units MKWD Main Office, Brgy. Lanao, KC
- 11.l Shall provide all Personal Protective Equipment for all security Guards such as boots, raincoats or umbrellas and face masks.
- 11.m Shall provide an Agency sub-office.

## 12. TERMS OF CONTRACT

This Contract **shall take effect on January 1, 2022 and ends on December 31, 2024** subject for **evaluation every one (1) year**.

13. All judicial and extra judicial expenses which will be incurred by the **SECURITY AGENCY** in connection with the performance by its guards of their duties and functions particularly those in accordance with the policies and/or orders of the **WATER DISTRICT** shall be jointly shouldered by both parties.

## 14. VENUE OF LITIGATION:

All action arising from this contract shall be filed in a competent court situated in Kidapawan City to the exclusion of other venues or places.

15. Any amendments of the contract must be agreed upon by both parties within 15 days upon receipt of written request.

16. Either **SECURITY AGENCY** or **WATER DISTRICT** may terminate this Contract for legal cause at any time by written notice given to either party at least thirty (30) days prior to the intended date of termination. In case of litigation arising from or in connection with this Contract, the venue of the action shall be at the Court of proper jurisdiction situated in Kidapawan City and the amount equivalent to 25% of the amount claimed shall be due and demandable as attorney's fees.

IN WITNESS WHEREOF, the Parties have hereunto signed this Contract on the date and at the place first herein above written.

**METRO KIDAPAWAN WATER DISTRICT**

By:



**STELLA MARES-GONZALES, MPS**

General Manager  
METRO KIDAPAWAN WATER DISTRICT

**BESIDA SECURITY AGENCY**

By:



\_\_\_\_\_  
President/Proprietor  
(Name of Security Agency)

**SIGNED IN THE PRESENCE**

**JEMIMA A. CHUA, MPA**

Assistant GM for Admin & Finance  
WITNESS

\_\_\_\_\_  
Position:  
WITNESS



# ACKNOWLEDGEMENT

(REPUBLIC OF THE PHILIPPINES  
CITY OF KIDAPAWAN) S.S.

X-----X

28 DEC 2021 BEFORE ME, a Notary Public in the above jurisdiction, on this date personally appeared the following:

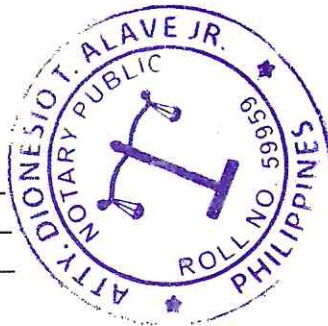
Name:	Community tax Certificate No.	Place of Issue
<u>STELLA M. GONZALES</u>	<u>TIN# 139-206-505</u>	<u>Kidapawan City</u>

known to me to be the same persons who executed the foregoing instruments and acknowledged to me that the same is an act of the free will and deed of their respective principals.

The foregoing instruments refers to a Contract of Security Guard Services consists of Six (6) pages, including this page where the acknowledgement is written, signed by the parties and their witnesses on each and every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place hereinabove written.

Doc. No. 128  
Page No. 27  
Book No. 95  
Series of: 2021



*Dionesio T. Alave Jr.*  
DIONESIO T. ALAVE JR.  
NOTARY PUBLIC  
Until December 31, 2021  
Roll No. 59959  
IBP No. 120830, 12-11-2020, Pasig City  
PTR No. 2315934, 1-4-2021, Kid. City  
Notarial Commission No. 95-2015