



Republic of the Philippines  
**METRO KIDAPAWAN WATER DISTRICT**  
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"Committed to Service, Development and Self-Reliance"



ISO 9001:2015 Certified  
Cert. No. 66478

## INVITATION TO APPLY FOR ELIGIBILITY AND TO BID

The **METRO KIDAPAWAN WATER DISTRICT (MKWD)** invites interested contractors to apply for eligibility and submit requirements for the procurement of goods with the purpose stated below, to wit:

REFERENCE NO.	PROJECT TITLE	ABC FOR ONE YEAR ONLY	COST OF BIDDING DOCUMENTS
MKWD-BAC PUBLIC BIDDING 2018-015	HIRING OF 1 LOT SECURITY SERVICES FOR CY 2019-2021	PHP 9,370,583.04	10,000.00

### Initial Requirements:

1. PHILGEPS Registration Certificate
2. Contract period: January 01, 2019 to December 31, 2021 (Contract renewable every year subject for evaluation by MKWD)
3. Must meet the minimum specified specifications as contained in the bid documents
4. Mode and Terms of payment: Twice a month upon submission of accomplishment report from the agency
5. Area of Assignment :Metro Kidapawan Water District Office, Sources and Facilities

Interested bidders may obtain Bid Forms and detailed specification on November 01, 2018 9:00 a.m. to November 21, 2018 9:00 a.m. at Bids and Awards Committee (BAC) Office, MKWD, Lanao, City of Kidapawan upon payment of NON – REFUNDABLE FEE indicated above.

A TWO ENVELOPE system shall be adopted in tendering; the first Envelope shall contain the Qualification Documents and Technical Proposals. The Second envelope shall contain the Financial Proposals.

Failure to submit a requirement or an incomplete or patently insufficient submission shall be considered "FAILED" for the particular requirement in the first envelope (Qualification Documents and Technical Proposals). Immediately after determining compliance with the requirements in the first envelope, the BAC shall open the second bid envelope (Financial Proposals) of each remaining eligible bidder whose first envelope was rated "PASSED". The second envelope of each complying bidder shall be opened the same day as per R.A. 9184, RULE IX- Bid Evaluation, Section 30, and Preliminary Examinations of Bids.

All particulars relative to submission of Bids, Bid Security, Performance Security, Evaluation of Bids, Post Qualification and Award of contract shall be governed by the pertinent provisions of R.A 9184 and its Implementing Rules and Regulations (IRR).

The complete schedule of activities is listed as follows:

SCHEDULE OF ACTIVITIES	DATE	TIME	PLACE
Pre-procurement Conference	<b>October 26, 2018</b>		MKWD Mess Hall
ADVERTISEMENT ❖ PhilGEPS ❖ Conspicuous areas ❖ MKWD website	<b>October 31, 2018</b>		BAC Office, MKWD Compound / PhilGEPS
Pre-bid Conference	<b>November 09, 2018</b> (9:00AM)		MKWD Mess Hall
Opening of Bids	<b>November 27, 2018</b> (9:01AM)	9:01 AM	MKWD Mess Hall
Bid Evaluation	<b>Starts November 28, 2018</b>		MKWD Conference Room
Approval of Resolution/ Issuance of Notice of Award	<b>Starts on December 10, 2018</b>		BAC Office, MKWD Compound

The MKWD reserves the right to reject any or all bids, declare a failure of bidding, without offering any reason, waive any defect therein and make an award to the bidder whose proposal is most advantageous to the government, the MKWD likewise, assumes no obligation for whatever losses that may be incurred by the bidders in the preparation of the bids nor does it guarantee that the award shall be made.

For further information, please refer to:

**SGD. KEZIAH JEMIMA R. SORIANO**

The Bids and Award Committee Secretariat  
Metro Kidapawan Water District  
Lanao, Kidapawan City  
Telephone No. (064) 577-1865  
Website at [www.metrokidapawanwd.gov.ph](http://www.metrokidapawanwd.gov.ph)

**SGD. JEMIMA A. ALFANTA, MPA**  
BAC Chairman

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# INSTRUCTION TO BIDDER

## 1. DESCRIPTION OF WORK

Metro Kidapawan Water District (MKWD) Brgy.Lanao, Kidapawan City, Cotabato, Philippines, gives notice that sealed bids are invited from pre-qualified bidders for the procurement of **1 LOT HIRING OF SECURITY SERVICES FOR CY 2019-2021**

The Annual Approved Budget Cost (ABC) for the contract is **P 9,370,583.04**.

## 2. ELIGIBLE BIDDERS

The Invitation to Bidders is open to all interested security agencies with open track record.

## 3. CONTRACT PERIOD

January 01, 2019 to December 31, 2021 (Contract renewable every year subject for evaluation by MKWD)

## 4. OBTAINING OF BIDDING DOCUMENT

Copy of Bidding Documents will be furnished to interested security agency and may be obtained from the BAC Office of Metro Kidapawan Water District (MKWD), Brgy. Lanao, Kidapawan City, upon payment of "Non-Refundable Fee" indicated in the Invitation to Bid.

It may also be downloaded free of charge from the website of the Metro Kidapawan Water District, provided that Bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids.

### • SUBMISSION AND RECEIPT OF BIDS

Eligible bidders shall submit their bids through their authorized managing officer of their duly authorized representative (i) in the prescribed Bid Form, including its annexes, as specified in the bidding documents, (ii) on the specified deadline, and (iii) in two (2) separate sealed bid envelopes, the first containing the Qualification Documents and Technical Proposal of the bid. The second containing the financial component of the bid with the name of the contract to bid and the name of the bidder in capital letters addressed to the Bids and Awards Committee (BAC). The Bidder shall mark the two envelopes: "**Do not open before (date and time of opening of bids)**". Both envelopes shall then seal in an outer envelope which shall be addressed to the BAC and shall be marked as specified in the Instructions to Bidders.

Bids submitted after the deadline shall not be accepted by the BAC.

The **first envelope** shall be marked "**Envelope 1**" and contains the eligibility requirements or qualification requirements (Legal, Technical and Financial documents) and technical Documents for Bidders shall contain all documents listed below (one original and one duplicate copy)

## 5. CHECKLIST

### ELIGIBILITY REQUIREMENTS/QUALIFICATION REQUIREMENTS

#### **LEGAL DOCUMENTS:**

1. Department of Trade and Industry (DTI) business name registration or SEC Registration Certificate, whichever may be appropriate under existing laws of the Philippines, supported with the necessary information using the prescribed forms
2. Valid and current Mayor's/Business permit issued by the city or municipality where the principal place of business is located
3. BIR Registration Certification, which contains the Taxpayer's Identification Number (TIN) with Tax Clearance reviewed and approved by the Bureau of Internal Revenue (BIR)
4. Statement of the prospective bidder that is not "Blacklisted" or barred from bidding by the government or any of its agencies, offices, corporations or LGU's, including non-inclusion in the consolidated Blacklisting report issued by the Government Procurement Policy Board (GPPB)
5. Certification under oath that each of the documents submitted in satisfaction of the eligibility requirements is an authentic and original copy, or a true and faithful reproduction of the original, complete, and that all statements and information provided therein are true and correct.
6. Other appropriate licenses as may be required by the procuring entity concerned
7. Company profile

#### **TECHNICAL DOCUMENTS (ELIGIBILITY REQUIREMENTS):**

- 1.) Statements of the prospective Bidder all of its ongoing and completed Government and private contracts within the relevant period, where applicable, including contracts awarded but not yet started, if any. The statement shall state for each contract whether said contract is: Ongoing, Completed, or Awarded but not yet started; within the relevant period, where applicable. The statement shall include, for each contract the following:
  - a) The name of the Contract
  - b) Date of the Contract;
  - c) Kinds of goods sold;
  - d) Amount of Contract and Value of Outstanding contracts;
  - e) Availability from Monday to Sunday
  - f) End user's acceptance, if completed; and
  - g) Specification of prospective Bidder /security agency.

- 2.) The bidder's completed projects must have a single contract for the past one year similar to the contract whose value must be at least **Php 4,685,291.52**.
- 3.) Authority of the signing official; (for corporations, bidder must submit a Secretary's certificate duly notarized) OR Omnibus Sworn Statements
- 4.) Technical Specifications
  - Refer to "Annex A" and "Annex B".
- 5.) A Sworn Affidavit of compliance with the Disclosure Provision under Section 47 of RA 9184.
  - A sworn affidavit of the bidder that is not related to the Head of Procuring Entity, members of BAC, TWG and Secretariat and members of PMO the designers up to the third civil degree.
  - Certification under oath that each document submitted in satisfaction of the eligibility requirements is an authentic and original copy or a true and faithful reproduction or copy of the original complete and that all statements and information provided therein are true and correct;

**FINANCIAL DOCUMENTS (ELIGIBILITY REQUIREMENTS):**

- 1.0) Audited Financial Statements, stamped "RECEIVED" by BIR or its duly accredited and authorized institutions, for the year 2017 showing total and current assets and liabilities.
- 2.0) Bank Cash Deposit Certificate not less than **P 937,058.30**.
- 3.0) The Bid Security as to form, amount and validity period; Manager's Check or Cash amounting to **P 187,411.66**.
- 4.0) Computations of Net Financial Contracting Capacity (NFCC), or
- 5.0) Certificate of commitment specific to the contract at hand, by a licensed bank to extend to the bidder a credit line awarded the contract.

The **second envelope** (shall be marked "**Envelope 2**" and contain the following Financial Bidding Documents, one original and one duplicate copy).

**6. DEADLINE FOR SUBMISSION OF BIDS**

Deadline of submission of bids is on **November 27, 2018**. Closing time for the receipt of bids from accredited/eligible bidders is 9:00 a.m. at MKWD BAC Room. All bids must be sealed and submitted at the BAC Office of Metro Kidapawan Water District. Bidders shall assume all responsibilities for the delivery of the bids (or modifications thereof) for the opening of bids to MKWD prior to the date and time set for the opening of

bids. Opening of bids will start at 9:01 a.m. of **November 27, 2018** at Metro Kidapawan Water District Mess Hall.

## **7. MODIFICATION AND WITHDRAWAL OF BIDS**

A Bidder may modify its bid, provided that this is done before the deadline for the submission and receipt of bids. Where a bidder modifies its bid, it shall not be allowed to retrieve its original bid, but shall only be allowed to send another bid equally sealed, properly identified, linked to its original bid and marked as "Modification" thereof, and stamped "Received" by the BAC. Bid modification received after the applicable deadline shall not be considered and shall be returned to the bidder unopened. A bidder may, through a letter, withdraw its bid before the deadline for the receipt bids. Withdrawal of bids after applicable deadline shall be subjected to appropriate sanctions. A bidder may also express its intension not to participate in the bidding through a letter which should reach and stamped received by the BAC before deadline for the receipt of bids. A bidder that withdraws its bid shall not permit to submit another bid, directly or indirectly, for the same contract. Unauthorized conditions, limitations, or provisions attached to a bid will render it non responsive and may cause its rejection. The bid form shall be without interlineations, alteration or erasures. Oral telegraphic or telephonic bids or modifications will not be considered. Alternative bids will not be considered.

## **8. BID SECURITY**

All bids shall be accompanied by a Bid Security payable to the Metro Kidapawan Water District as guarantee that the successful bidder shall within ten (10) calendar days, or less as indicated in the Instruction to Bidders, from receipt of the Notice of Award, enter into a contract with MKWD and furnish the required performances security for the faithful performance of all works called for. Failure to enclose the required Bid Security in the form and amount prescribed herein shall automatically disqualify the bid concerned. Further, a Bid Security with an expiration date earlier than the validity period of the bid will not be considered.

The Bid Security shall be in an amount at least equal and not lower than a percentage of the approved budget for the contract to be bid in the form of cash or manager's check confirmed by a reputable local bank or in case of foreign builder, bonded by a foreign bank; irrevocable letter of a credit issued by a reputable commercial bank or in case of an irrevocable letter of credit issued by a Foreign bank, the same shall be confirmed or authenticated by a reputable local bank; Surety Bond callable upon demand or any combination thereof; or foreign government guarantees provided in an executive, bilateral or multilateral agreement, as may be required by MKWD. The bidder shall submit a **Bid Securing Declaration, or any form of Bid Security**, in an amount not less than the required percentage of the ABC in accordance with the following schedule:

<b>Form of BID Security</b>	<b>Minimum Amount</b>
1. Manager's Check	<b>P 187,411.66</b>
2. Bank draft or Bank Guarantee	<b>P 187,411.66</b>
3. Surety Bond	<b>P 468,529.15</b>

The required Bid security, based on the above schedule, shall start in Philippine Peso in the Bidding documents. Bid Securities shall be valid for one hundred twenty 120 calendar days from the date of the opening of bids. The bid security if in the form of Surety Bond issued by the Government Service Insurance System (GSIS) or issued by a reputable surety or insurance company authorized by the office of the Insurance Commission should be accompanied by an official receipt. A bid accompanied by a surety bond without such official receipt shall not be read and shall be rejected outright.

The Bid Security shall be forfeited in favor of MKWD if the successful bidder withdraws bid during validity period or refuses or falls to enter into within the prescribed time.

No Bid Securities shall be returned to the bidders after the opening of bids and before contract signing except to those that failed to comply with any of the requirements to be submitted in the first envelope of the bid. Bid Securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract, furnished the Performance security and received the PO, but in no case later than the expiration of the Bid Security validity period.

## **9. BID SECURITY VALIDITY**

Bid security shall remain valid for one hundred twenty (120) days from the date of the openings of bids.

## **10. PROHIBITING DISCOUNT OFFERS**

No discount in the total or unit bid will be allowed. In case any bidder offers discount, such shall neither be read nor evaluated.

## **11. SUBMISSION OF LICENSES**

The security agency shall submit together with its bid the required licenses cited in "Annex A". Failure on the part of the security agency the required licenses may be ground for rejection of his bid.

## **12. BID OPENING**

The BAC shall open the bids at the place, date and time specified in the invitation to Bid. The BAC or their duly authorized representatives who are present during the bid opening, shall initial every page of the original copies of all bids received and opened. The minutes of the bid opening shall make available to the public upon written request and payment of a specified fee to recover cost of materials.



The Technical Documents of Bidders shall be opened after announcing the Eligible bidders by MKWD's BAC on **November 27, 2018** at 9:01 a.m.

The bidder's name, bid prices, bid withdrawals and the presence or absence of the requisite security and such other details, as MKWD at its discretion may appropriate, will be announced and recorded at the opening of bids.

### **13. PRELIMINARY EXAMINATION OF BIDS**

The BAC shall open the first bid envelopes (Qualification Documents and Technical Proposals) of eligible bidders in public to determine each bidder's compliance with the documents required to be submitted from the first component of the bid. For this purpose, the BAC shall check the submitted documents of each bidder against checklist of required documents to ascertain if they are all present in the first bid envelope using a non-discretionary "Pass/Fail" Criteria. If a bidder submits the required documents, it shall be rated "Passed" for those particular requirements. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered "Failed" for the particular requirement concerned. In case one or more of the above required documents in the first envelope of a particular bid missing, incomplete or patently insufficient, the BAC shall rate the bid concerned as "Failed" and immediately return to the bidder concerned its second bid envelope unopened. Otherwise, the BAC shall rate the said first envelope as passed. Immediately after determining compliance with the requirements in the first envelope the BAC shall forthwith open the second bid envelope (Financial Proposal) of each remaining eligible bidder whose first bid envelope was rated "Passed". The second envelope of each complying bidder shall be open within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the approved budget for the contract, the BAC shall rate the bid concerned as "Failed". Only bids that are determined to contain all the bid requirements for components shall be rated "Passed" and shall immediately be considered for evaluation and comparison.

A bidder determined as "Failed" has seven (7) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request for reconsideration with the BAC, provided however, that the request for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the bidder concerned. Provided, further, that the BAC shall decide on the request for reconsideration within seven calendar days from receipt thereof. If the failed bidder signified its intent to file a motion for reconsideration, in the case of bidder who fails in the first bid envelopes, the BAC shall hold the second bid envelope of the said failed bidder unopened and duly sealed until such time that the motion for reconsideration has been resolved. The bidder's name, bid prices, bid withdrawals and the presence or absence of the requisite bid security and such other details, as MKWD at its discretion may consider appropriate will be announced and recorded at the opening of bids.

## 14. CEILING FOR BID PRICES

The Approved Budget Cost (ABC) for the contract under bidding shall be the upper limit or ceiling for acceptable bids. If a bid price, as evaluated and calculated, is higher than the approved budget for the contract under bidding, the bidder submitting the same shall be automatically disqualified. There shall be no lower or floor on the amount of the award.

## 15. BID EVALUATION

The purpose of bid evaluation is to determine the Lowest Calculated Responsive Bid (LCRB) **on a per hour basis of security service considering the set conditions required by MKWD.** This bid shall be subjected to post-qualification to determine its responsiveness to the eligibility and bid requirements. If after post qualification the Lowest Calculated Bid is determined to be post-qualified, it shall be awarded to the bidder.

The LCRB shall determine in two (2) steps: (a) the detailed evaluation financial components of bids, to establish the correct calculated prices of the bids; and (b) the ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

Members of the BAC including its staff and personnel, as well as its Secretariat and Technical Working Group (TWG) are prohibited from making any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award. The entire evaluation process shall be completed in not more than fifteen (15) days from the deadline for receipt of proposals.

### **FOR LUMP SUM EVALUATION:**

Bids conforming to the technical specifications and substantially responsive to the tender documents will be compared on the basis of the total price arrived at by taking the sum of the prices of all items in the bid schedule.

### **FOR ITEMIZED EVALUATION:**

Bid shall be compared on the basis of the individual item unit price multiplied by the estimated quality of the item. Award shall be made to the bidder who tendered lowest on each individual item.

In the comparison of bids, bid as read should be corrected if there are mathematical errors considering the following:

- A. ) In the event of a difference between a unit price quoted in words and a unit price quoted in figures for the same quotation, the unit price in words shall prevail;

- B. ) In the event that the product of a unit price and an estimated quality does not equal the extended amount quoted, the unit price shall govern and the corrected product of the unit price and the estimated quality shall be taken as the amount of the bid;
- C. ) In the event of discrepancy between the estimated bid quality and the quote bid quality, estimated bid quality shall prevail;

If the sum of two or more items in a bidding schedule does not equal the amount quoted, the individual item amounts shall govern and the corrected total shall be deemed to be the amount of bid. Within three (3) calendar days from the determination of Lowest Calculated Bid, the BAC shall conduct and accomplish a post-qualification of the bidder with the Lowest Calculated Bid, to determine the bidder concerned complies and is responsive all requirements and condition for eligibility, the bidding of the contract, as specified in the bidding documents, in which case said bidder's bid shall be considered and declared as the "Lowest Calculated Bid".

The post-qualification shall verify, validate and ascertain all statements made and documents submitted by the bidder with the Lowest Calculated Bid using non-discretionary criteria, as stated in the Invitation to Apply for Eligibility and to Bid and the Instructions to Bidders. These criteria shall consider, but shall not limit to, the following:

- a) Legal Requirements - To verify, validate and ascertain licenses and agreement submitted by the bidder and the fact that is not included in any Government "Blacklist".
- b) Technical Requirements - To determine compliance of the goods offered with the requirements of the contract and bidding documents including where applicable: (i) verification and validation of the bidder's stated competence and experience (ii) verification and/ or inspection and testing of the goods/ products, after-sales and/or maintenance capabilities, in applicable cases; and (iii) ascertainment of the sufficiency if the Bid Security as to type, amount, form and wording and validity period.
- c) Financial Requirements - To verify and validate the bid price proposal of the bidder and whenever applicable, the required bank commitment to provide a credit limit to the bidder in the amount and period specified, to ensure that a bidder can sustain the operating cash flow of the transaction.

The BAC determines that the bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bidder as the bidder with the Lowest Calculated Bid as the case may be and MKWD shall award the contract to the said bidder. If, however, the BAC determines that the bidder with the Lowest Calculated Bid fails the criteria for post-qualification, it shall immediately notify the said bidder in writing of its post-qualification and grounds for it. The post-qualification bidder shall have seven (7) calendar days from receipt of the said notification to

request from BAC, it so wishes, a consideration of this decision. The BAC shall evaluate the request for reconsideration, if any, using the same non-discretionary criteria, and shall issue its final determination of the said request within seven (7) calendar days from receipt thereof.

Immediately after the BAC has notified the first bidder of its post-qualification and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the bidder with second Lowest Calculated Bid. If the second bidder passes the post-qualification, and provided that the request for reconsideration of the first bidder has been denied, the second bidder shall be post-qualified as the bidder the Lowest Calculated Responsive Bid, and the MKWD award the contract to it.

If the second bidder, however, fails the post-qualification, the procedure for post qualification shall be repeated for the bidder with the next Lowest Calculated Bid and so on until the Lowest Calculated Responsive Bid is determined for award.

## **16. MKWD's RIGHT RESERVE**

MKWD reserves the right to reject any or all bids; or declare a failure of bidding or not award the contract, if there is evidence of collusion between relevant public officers or employees of MKWD or the BAC and any of the bidders, or among the bidders, or between bidders and third parties, including any act which restricts, suppresses or nullifies competition, or if the BAC is found to have failed to follow the prescribed bidding procedures. MKWD also reserves the right to waive any required Formality or minor technicality in the bids received, provided that such waiver does not refer to a major deviation in a bid or any requirements pertaining to the substance of a bid.

The following among others, may be sufficient cause for rejection:

- a. Bid forms which are incomplete, obscure, irregular or non-responsive;
- b. Bid forms which omit or any one or more items on which bids are required;
- c. Bid forms having erasures or corrections in the price sheet without the full signature of the bidder or his duly authorized representative;
- d. Bid forms which omit unit price if unit prices are required;
- e. Bid forms accompanied by an insufficient or irregular Bid Security

The determination of the existence and sufficiency of any of the grounds for rejection of the bid shall rest on the part of MKWD and decision rendered thereon shall be binding upon the bidder concerned.

## **17. FAILURE OF BIDDING**

The BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement and/or posting after re-evaluation of terms, conditions and specifications of the first bidding when:

- a. No Bid Offer received from prospective bidders;

- b. All prospective bidders are declared ineligible;
- c. All bids fail to comply with all requirements or fail post-qualification;
- d. The bidder with the Lowest Calculated Responsive Bid refuses without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of RA 9184.

The BAC shall modify the terms, conditions and specifications in the first bidding documents when necessary, to change the scope of work or to adjust the procuring entity's cost estimates or specifications. All bidders who have initially responded to the Invitation to Apply for Eligibility and to Bid and have been declared eligible in the first bidding shall be allowed to submit new bids.

The BAC shall observe the same process and set the new periods according to the same rules during followed during the first bidding. Should there occur a second failure of bidding, the MKWD may enter into a negotiated procurement as provided in the IRR of RA 9184.

## **18. SINGLE CALCULATED AND RESPONSIVE BID**

A single calculated and responsive bid shall be considered for award if it falls under any of the following circumstances:

- a) If after advertisement, only one prospective bidder submits a letter of intention and/or applies for eligibility check and it meets the eligibility requirements or criteria, after which it submits a bid which is found to be responsive to the bidding requirements.
- b) If after advertisement, more than one prospective bidder submits a letter of intention and/or applies for eligibility check, but only one bidder meets the eligibility requirements criteria, after which its submits a bid which is found to be responsive to the bidding requirements.
- c) If after eligibility check, more than one bidder meets the eligibility requirements, but only one bidder submits a bid and its bid is found to be responsive to the bidding requirements.

## **19. NOTICE AND EXECUTION OF CONTRACT**

Award of contract shall be made to the bidder with the Lowest Calculated Responsive Bid at its submitted price or its calculated price, whichever is lower. In the case of Single Calculated Responsive Bid, the bidder with the Lowest Calculated Bid shall be awarded the contract.

Within a period of exceeding fifteen (15) calendar days from the determination and declaration by the BAC by the Lowest Calculated Bid, and the recommendation of the award, MKWD shall approve the said recommendation. In case of approval, MKWD shall immediately issue the Notice of Award to the bidder with the Lowest Calculated and Responsive Bid. Within the same period provided herein, the BAC shall notify all losing bidders of its decision.

Contract award shall be made within the bid validity period. Should it become necessary to the validity of the bids and, if applicable, the bid securities, MKWD shall request in writing all those who submitted bids for such extension.

## **20. PERFORMANCE BOND SECURITY**

To guarantee the faithful performance of the contract the supplier shall post within seven (7) calendar days after of the Notice of Award, a performance security in the form of cash or manager's check, irrevocable letter credit issued by the reputable bank draft/ guarantee confirmed by the local bank (in case of foreign bidders bonded by a foreign bank ), or a Surety Bond, callable upon demand, issues by the Government Service Insurance System, or private insurance company authorized by the Office of the Insurance Commission, or any of the foregoing, in accordance with the following schedule.

<b>Form of Performance Security</b>	<b>Minimum Amount</b>
1. Manager's Check	<b>P 468,529.15</b>
2. Cash/Bank Guarantee	<b>P 468,529.15</b>
3. Surety Bond	<b>P 2,811,174.91</b>

The Performance Security shall be posted in favor for MKWD and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

The Performance Security may be released by MKWD after the issuance of the Certificate of Acceptance of the goods, provided there are no claims filed against the contract awardees or the surety company.

The winning bidder shall post an additional performance security following the schedule above to cover any cumulative increase of more than ten (10%) over the original value of the contract as a result of the adjustments in costs or unit prices, and/or amendments to order or change orders, extra work orders and supplemental agreements, as the case maybe. The winning bidder shall cause the extension of the validity of the Performance Security to cover the approved time extensions.

In case of a reduction in the contract value, MKWD shall allow a proportion reduction in the original Performance Security, provided that any such reduction is more than ten percent (10%) and that aggregate of such reduction is not more than fifty percent (50%) of the original Performance Security.

## **21. EXECUTION OF CONTRACT**

The bidder to whom award is made shall receive the approved contract within five (5) calendar days upon compliance with all requirements set forth in the Notice of Award. Failure or refusal to accept the PO as herein provided or to conform with any of the stipulated statement in connection therewith shall be just cause for annulment of the award and the forfeiture of the Bid Security. Should the bidder with the

Lowest Calculated Responsive Bid refuse or be unable to accept the PO and/or a Performance Security within the time provided therefore, the Bid Security shall be forfeited where so applicable and the appropriate sanction shall be extended imposed, except where such failure, refusal or inability is through no fault of the said bidder.

In case of the failure, refusal of inability of the bidder with Lowest Calculated and Responsive Bid to enter into contract and post the required Performance Security, the BAC shall disqualify the said bidder, and shall initiate and complete the post-qualification process on the bidder with the second Lowest Calculated and Responsive Bid. The procedure shall be repeated until the Lowest Calculated and Responsive Bid is determined for award. However, if no bidder passes post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding without re- advertisement, in which case, a direct notification shall be extend to all bidders. Should there occur another failure of bidding after the conduct of the contract's re-bidding, MKWD may enter into a negotiated contract.

In case of the failure, refusal of inability of the bidder with the Single Calculated/ rated Responsive Bid to enter into contract and post the required Performance Security, the BAC shall disqualify the said bidder, and shall declare the bidding a failure and conduct a re-bidding without re-advertisement and/or posting. Should there occur another failure of bidding after the conduct of the contract's re-bidding, MKWD may enter into a negotiated contract.

To assure that manufacturing defects will be corrected by the contract awardees for a fixed time after delivery, a warranty shall be required of the winning bidder, the obligation for which shall be covered by either retention moneys in the amount equal to ten percent (10%) of every progress payment, or special bank guarantee equivalent to ten percent (10%) of the goods supplied are free from defects and all the conditions imposed under contract are fully met.

For supply contracts, which include installation and commissioning services in addition to the supply of goods, the period and required obligation of the warranty shall cover the same. For the given scope of work in the contract as awarded, all prices shall be considered as fixed pieces and therefore not subject to price adjustments during contract implementation, except under "Extraordinary Circumstances" shall refer to events that may be determined by NEDA in accordance with the Civil Code of the Philippines, and upon recommendation of MKWD.

## **22. CONTRACT TERMINATION**

### **Termination for Default**

If the manufacturer/supplier refuses or fails to perform any of the provisions of the contract with such diligence as will completion within the time specified in the contract or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the contract; MKWD shall notify the manufacturer/ supplier in

writing the delay on non- performance and if not cured in time specified in writing by MKWD, it may terminate the manufacturer/supplier to proceed with the contract or such part of the contract has to which there has been a delay or a failure to properly perform.

In the event that such termination applies to the remainder of the contract, MKWD shall impose the appropriate sanctions and may proceed to contract out remaining works/items through negotiated procurement. In case the termination applies only to portions of the remaining works/items. MKWD may likewise resort to negotiated procurement to acquire the terminated portions of the contract and the original manufacturer/ supplier shall be held liable for the excess in the cost to be incurred by MKWD for the portions terminated.

### **Terminated for Convenience**

MKWD may, when its interest so require, terminate the contract, in whole or in part, for its convenience. MKWD shall give written notice of the termination to the manufacturer/supplier specifying the part(s) of the contract terminated and when termination becomes effective.

The manufacturer/supplier should incur no further obligations in connections with the terminated work and on the date set in the noticed of termination, it will stop work to the extent specified. The manufacturer/supplier should also terminate outstanding orders and subcontract as they relate to the terminated work and shall settle then liabilities and claims arising out thereto. The manufacturer/supplier must still complete the work not terminated by notice of termination and may incur obligations as are necessary to do so.

## **23. AMENDMENT TO ORDER**

An Amendment to Order may be issued in the event that necessary adjustment within the general scope of the contract in any one or more of the following is required in order to fully meet the requirements of the project:

- a.) Drawings, design, or specifications, if goods to be furnished are to be specifically manufactured for MKWD in accordance therewith;
- b.) Method of shipment or packing; or
- c.) Place of delivery

An Amendment to Order may also be issued by MKWD where there are additional items and necessary for the protections of the goods which were not included in the original contract. Payment for these additional items shall be based on the unit prices in the original contract for items and good similar to those in the original supply contract. If the supply contract does not contain any rate applicable to the additional item, then suitable prices shall be agreed mutually upon between the parties. Request for payment by the manufacturer/supplier for any additional items shall be accompanied by a statement with the approved supporting form, giving a detailed accounting and record of amount for which he claims payment the contract time shall likewise be extended if



the acquisition of such additional items so warrants. Under no circumstances shall a supplier proceed to commence work under any Amendment to Order unless the same has been approved by MKWD. As an exception, MKWD may authorize the immediate start of work under any Amendment to Order in the event of emergencies to avoid detriment to public service, or damage to life and/ or property or when time is of the essence, provided however, that the same is valid only on items up to the point where the cumulative in the contract cost which cost which has not yet been duly fully approved by MKWD does not exceed five percent (5%) of the original contract cost provided further that the corresponding Amendment to Order shall immediately be prepared and submitted for approval to MKWD. For an Amendment to involving cumulative amount exceeding five percent (5) of the original contract price, no work thereon shall be commenced unless the same has been approved by MKWD.

## **24. LIQUIDATED DAMAGES**

When the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay MKWD for liquidated damages, not by way of penalty, an amount equal to one tenth of one percent (0.1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by MKWD. MKWD need not prove that it has incurred actual damages to be entitled to liquidate damages. Such amount shall be deducted from any money due or which may become due to the supplier, or collect the same from any securities or warranties posted by the supplier whichever is convenient to MKWD. In no case shall the total sum of liquidated damages exceed fifteen (15%) of the total contract price, in which event the concerned agency shall automatically terminate the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

## **25. TERMS OF PAYMENT**

Twice a month upon submission of accomplishment report from the agency

## **26. EFFECTIVITY OF THE JOB ORDER CONTRACT**

The Job Order Contract shall become effective and binding upon approval by MKWD and acceptance by the supplier of the JO Contract. However, once approved, the JO Contract shall not be rescinded nor substantially amended or modified without the written approval of MKWD first being obtained.

## **27. ADMINISTRATIVE SANCTIONS**

### **Imposition of the Administrative Penalties**

MKWD shall impose on bidders or prospective bidders, the administrative penalty of suspension for one (1) year for the first offense and suspension of two (2) years for the second offense from participating

in the public bidding being undertaken by MKWD where applicable, for the following violations:

- a. Submission of eligibility requirements containing false information or falsified documents.
- b. Submission of bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the public bidding. Allowing the use of one's name or using the name of another for purpose of public bidding.
- c. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after he had adjudged and having submitted the Lowest Calculated Responsive Bid of Highest Rated Responsive Bid.
- d. Refusal or failure to post the required performance security within the prescribed time.
- e. Termination of the contract due to the default of the bidder.
- f. Refusal to clarify or validate in writing its bid during post qualification a period of seven (7) calendar days from receipt of the request for clarification.
- g. Any document unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.
- h. All other acts that tend to defeat the purpose of the competitive bidding, such as an eligible contractor not buying documents, and contractors habitually withdrawing from bidding or submitting letters off non-participation of at least three (3) within a year, except for valid reasons.

In addition to the above penalty of suspension, the Bid Security or the Performance Security posted of concerned bidder of prospective bidder shall also forfeit. MKWD may delegate to the BAC the authority to impose the aforementioned administrative penalties.

## **28. TECHNICAL SPECIFICATIONS**

Interested bidders must meet the specified specifications. Refer to “**Annex A**” and “**Annex B**”.

## **29. TERMS OF REFERENCE**

Interested bidders must meet the specified specifications. Refer to “**Annex A**” and “**Annex B**”.

**30. QUOTATION FORM**

Item	Description	Qty.	Unit	Total Price
MKWD-BAC PUBLIC BIDDING 2018-015	HIRING OF SECURITY SERVICES FOR CY 2019-2021	1	LOT	

**31. BID FORM (SAMPLE FORMAT)**

**BID FORMS**

Date: \_\_\_\_\_  
Invitation to Bid No: \_\_\_\_\_

To: *[name and address of Procuring Entity]*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in the bidding documents provision for Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** of the Bidding Documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## 32. OMNIBUS SWORN STATEMENT (SAMPLE FORMAT)

### OMNIBUS SWORN STATEMENT

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

#### AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. **Select one, delete the other:**

*If a sole proprietorship:* I am the sole proprietor of *[Name of Bidder]* with office address at *[address of Bidder]*;

*If a partnership, corporation, cooperative, or joint venture:* I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. **Select one, delete the other:**

*If a sole proprietorship:* As the owner and sole proprietor of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

*If a partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

3. *[Name of Bidder]* is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

*If a sole proprietorship:* I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a partnership or cooperative:* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee

(BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a corporation or joint venture:* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**33. BANK GUARANTEE (SAMPLE FORMAT)**

**BANK GUARANTEE FORM FOR ADVANCE PAYMENT**

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To: METRO KIDAPAWAN WATER DISTRICT  
[Name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause of the General Conditions of Contract to provide for advance payment, [name and address of Supplier] (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

**34. CONTRACT (Sample FORMAT)**

**METRO KIDAPAWAN WATER DISTRICT  
LANAO, KIDAPAWAN CITY**

**1 LOT HIRING OF SECURITY SERVICES FOR CY 2019-2021**

**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 MARES-GONZALES, MPS**, duly authorized for this purpose, herein after called the "**WATER DISTRICT**".

**-And-**

"\_\_\_\_\_", 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 \_\_\_\_\_, represented by its President/Proprietor \_\_\_\_\_, 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** \_\_\_\_\_.

**WHEREAS, WATER DISTRICT** awarded the Contract to the \_\_\_\_\_ 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 \_\_\_\_\_ 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 OF GUARD/S**

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



- 2.a To maintain peace and order, cleanliness of post assignments/or area of responsibilities,(see Annex B)
- 2.b Manipulation of valve keys within the aforementioned establishment  
(see Annex B)
- 2.c Prepare basic reports & communications;
- 2.d To watch, safeguard and protect the property from theft, robbery, arson and destruction or damages,
- 2.e To protect the officers, employees, and visitors from assault, harassment, or intimidation; and
- 2.f To enforce and implement rules, policies and regulations aimed at maintaining security and safety threat.

### 3. GUARD FORCE:

- 3.a The \_\_\_\_\_ shall provide the **WATER DISTRICT** with more or less Forty Nine (49) 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 on the written request of the **WATER DISTRICT**.

### 4. QUALIFICATIONS OF THE GUARD/S

The Security Guard/s to be assigned by the \_\_\_\_\_ 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.g Must have communication equipments such as portable handheld radios per station.
- 4.h The profile of security guards must be submitted to the **WATER DISTRICT** for verification prior to rendering their respective services.

### 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 \_\_\_\_\_ the estimated contract amount **per year of**

**NINE MILLION THREE HUNDRED SEVENTY THOUSAND FIVE HUNDRED EIGHTY THREE & 04/100 (P 9,370,583.04)** to commence **January 1, 2019 to December 31, 2021** 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 \_\_\_\_\_ shall exercise discipline, supervision, control and administration over its guard in accordance with law, ordinance and pertinent governmental rules and regulations as well as the rules and policies lay down by the **WATER DISTRICT** on the matter and must observe the following:

- 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 DISTRICT.
- 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 \_\_\_\_\_ must be equipped either duly licensed .45 caliber pistol, .38 caliber revolver, .9mm caliber pistol, M-16 Armalite or 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 \_\_\_\_\_ is NOT an agent or employee of the **WATER DISTRICT** and the guards to be assigned by the \_\_\_\_\_ **SECURITY FORCE, INC** to the WATER DISTRICT are in no sense employees of the latter as they are for all intents and purposes under contract with the \_\_\_\_\_.

- 9. \_\_\_\_\_ 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 FORCE** 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 FORCE** nor to withhold payment of the same without prior notice to \_\_\_\_\_ **SECURITY FORCE**.

#### 10. REPLACEMENT OF ANY GUARD

The WATER DISTRICT may have a guard changed or replaced 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 FORCE** refuse, the former may consider the same a valid cause for the termination of this Contract.

#### 11. OTHER TERMS AND CONDITIONS:

- 11.a The \_\_\_\_\_ **SECURITY FORCE** shall provide radio base for filtration plant & gate 1 ( 2 units)
- 11.b Other \_\_\_\_\_ office \_\_\_\_\_ activity \_\_\_\_\_ services, the \_\_\_\_\_ **SECURITY FORCE** must provide security guard upon order by the **WATER DISTRICT**.
- 11.c Provide close cab vehicle and one (1) security guard at least four (6) times a month during field collection.
- 11.d Mandatory formation every 3<sup>rd</sup> Saturday of the month and special formation as the need arises.
- 11.e Guards supervisor must be licensed Security Officer and must submit weekly report.
- 11.f 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 **WATERDISTRICT**.
- 11.g The \_\_\_\_\_ **SECURITY FORCE**. must furnish the **WATERDISTRICT** the list of arms, pistol, armalite, shotgun and other security paraphernalia intended for the deployed guards to MKWD for reference.

#### 12. TERM OF CONTRACT

This Contract **shall take effect on January 1, 2019 and ends on December 31, 2021** subject for **evaluation every one (1) year**.

13. All judicial and extra judicial expenses which will be incurred by the \_\_\_\_\_ **SECURITY FORCE** 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 **WATERDISTRICT** shall be jointly shouldered by both parties.

#### 14. VENUE OF LIGATION:

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 FORCE** 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:

By: \_\_\_\_\_

**STELLA MARES-GONZALES, MPS**

General Manager

METRO KIDAPAWAN WATER DISTRICT

\_\_\_\_\_  
President/Proprietor

(Name of Security Agency)

**SIGNED IN THE PRESENCE**

**WILESPER LISANDRO M. ALQUEZA, CE**

Assistant GM for Operations

WITNESS

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

WITNESS

**ACKNOWLEDGEMENT**

(REPUBLIC OF THE PHILIPPINES

CITY OF KIDAPAWAN) S.S.

X-----X

**BEFORE ME**, a Notary Public in the above jurisdiction, on this date \_\_\_\_\_ personally appeared the following:

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

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 four (4) 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.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_