

Standard Form Number: SF-GOOD-56
Revised on: August 11, 2004

NOTICE TO PROCEED

December 29, 2020

PSSUPT ROLANDO A. DORERO (RET)
General Manager
1Magiting Security Agency Corporation
ANR Business Center, Maharlika Highway,
Zone 1 Concepcion Grande, Naga City

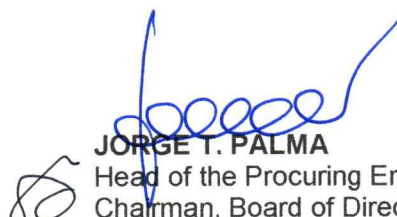
Dear Mr. Dorero:

The attached Purchase Order having been approved with a Contract Price equivalent to **THREE MILLION SEVEN HUNDRED FOURTEEN THOUSAND THREE HUNDRED FIFTY-FIVE PESOS AND 16/100 (Php 3,714,355.16)** Only, notice is hereby given to 1Magiting Security Services Corporation, that work may commence on the **Procurement of Security Services (GOODS 2020-008)** upon receipt of this notice.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement 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 others to the Metropolitan Naga Water District.

Very truly yours,


JORGE T. PALMA
Head of the Procuring Entity
Chairman, Board of Directors

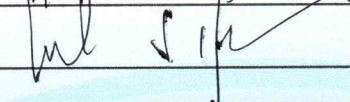
I acknowledge receipt of this Notice on:

JANUARY 1, 2021

Name of the Representative of the Bidder:

MARCELO S. DEREIT JR

Signature:



"Water is life, save it."

SECURITY SERVICE AGREEMENT

MNWD	
BIDS & AWARDS	
COMMITTEE	
DATE RECEIVED:	12/29/2020
TIME RECEIVED:	3:25 PM
RECEIVED BY:	

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT entered into and executed, this **DEC 29 2020** day of _____, 2021 at Naga City, Philippines by and between:

The METROPOLITAN NAGA WATER DISTRICT (MNWD), a government – owned and controlled corporation, duly organized and existing under PD 198 as amended (otherwise known as the Provincial Water Utilities Act of 1973) with principal office address at 40 J. Miranda Avenue, Naga City, represented by its General Manager, Engr. Virgilio B. Luansing I, hereinafter referred to as the “CLIENT”.

-and-

IMAGITING SECURITY AGENCY CORPORATION, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office at ANR BUSINESS CENTER, MAHARLIKA HWY. CON. GRANDE, Naga City, Camarines Sur and represented in this act by its General Manager, PSSupt Rolando A. Dorero (Ret.), hereinafter referred to as the “AGENCY”.

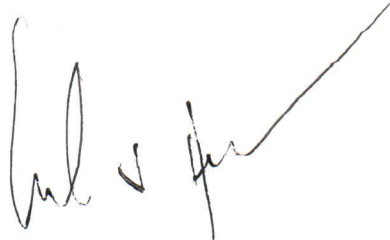
WITNESSETH THAT:

WHEREAREAS, the CLIENT is desirous of guarding and protecting its properties from theft, pilferage, robbery, arson, and other unlawful acts by strangers or third persons; and

WHEREAREAS, the AGENCY has offered its services to safeguard the properties of the CLIENT properties from theft, pilferage, robbery, arson, and other unlawful acts by strangers or third persons;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations hereinafter set forth, the parties hereto have agreed as follows:

1. The AGENCY shall provide the specified number of security guards to the CLIENT to protect its properties from theft, pilferage, robbery, arson, and/or other unlawful acts by strangers or third persons and provide protection & security coverage to MNWD Personnel and customers. These AGENCY guards shall be licensed, uniformed, and if requested, armed and with the following qualifications.
 - a) Filipino Citizen
 - b) High School Graduate
 - c) Physically and mentally fit, at least 5'5 tall, 120 lbs. n weight, and not less than 21 or not more than 56 years old.
 - d) Good Moral character, cleared by major law-enforcement agencies, and never convicted of an offense involving moral turpitude.
 - e) Must have passed a psychological and medical evaluation.
2. The AGENCY shall provide the necessary firearms and ammunitions to the guards assigned to the CLIENT when requested, including equipment/devices/motor vehicle offered for use by security guards for detail, as herein appended and made integral part of this Security Agreement, and see to it that when on duty they are in prescribed uniform with complete accessories or paraphernalia.



3. The security force to be established by the AGENCY at the premises of the CLIENT shall be as indicated below:

Security Force:

<u>Post No.</u>	<u>Location</u>	<u>Strength</u>	<u>Shift Hrs.</u>	<u>Total Hours</u>
1	Guard House	. 3	8	24 hrs
2	Gate Assist	. 2	11	22 hrs
3	Lobby Maindoor	. 1	11	11 hrs
4	Lobby Assist	. 2	10	20 hrs
5	Roving (Mobile)	. 1	12	12 hrs
6	Annex Bldg.	. 1	8	8 hrs
7	Septage Plant	. 4	12	48 hrs
8	Pacol Warehouse	. 1	12	12 hrs

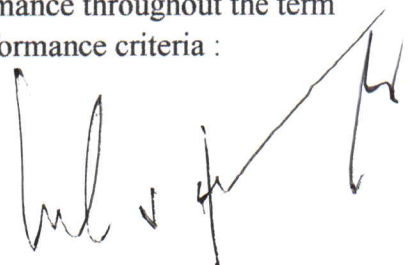
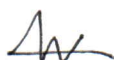
The force may be increased, depending upon the exigencies of the service or the needs of the Security situation at the post as indicated in subsequent Schedules of the Security Force and Service Rates, mutually approved by the parties, and likewise, considered an integral of this Agreement.

4. The CLIENT shall not be responsible for any claim for personal injury or damage, including death, caused either to any of the guards to any third person where such loss, injury or death arises out of, or in the course of the lawful performance of security functions of said guards.
5. The AGENCY shall guarantee payment to the CLIENT for any loss of damage to property, if such loss, injury or damage to property or properties were duly accounted for in writing and placed under the control of the guards, and the same occurred during their tours of duties and provided that it has been fully established after due investigation, that said losses or damage was the result solely of the act, omission, negligence or fault of the guard.

Provided further than such loss, pilferage or breakage of the properties involved is reported to the AGENCY within forty-eight (48) hours from occurrence. The AGENCY shall be properly represented in any investigation that will be conducted where the responsibility of the AGENCY to the CLIENT, as herein stipulated is at stake. If after formal investigation has been conducted by both the CLIENT and the representative of the AGENCY, and it has been established that the loss or damage incurred by the CLIENT is attributable solely to the fault of the guards during their tour of duty, the AGENCY shall indemnify or pay for such loss or damage. The AGENCY SHALL not be liable when the loss or damage is due to force majeure or fortuitous event, or reported by the CLIENT to AGENCY more than one week after occurrence or occurred inside a closed room, structure, warehouse or building where the guards of the AGENCY are not assigned, not allowed inside nor have access to, unless there are clear signs of forcible entry, in an area within sight of guard/s at their assigned post. In

the event the AGENCY is determined to be liable for said loss or damage, the CLIENT agree to authorize AGENCY to institute action against the parties responsible for such loss or damage.

6. The CLIENT shall in no case arbitrarily deduct the cost of lost or damaged property from the billing of, nor withhold payments for service rendered by the AGENCY, without the prior written consent of the AGENCY, unless the AGENCY fails to restore or indemnity or pay for such loss or damage fifteen (15) days after it has been determined, per par. 5 above, that the AGENCY be so liable;
7. For and in consideration of the service rendered by the AGENCY to the CLIENT, the latter shall pay the former, in Philippine currency, in accordance with the service rates indicated in the Bid Offer and made integral part of this Security Agreement, on the basis of daily work, Sunday and holidays included, payable on or before the 15th of each month for services rendered during the second half of the month.
8. Should new additional labor fringe benefits and/or an increase in the minimum wage be enacted, the service rates as stated under Par. 7, above, shall be increased in the minimum wage per day bears to the present minimum wage per eight (8) hours work;
9. Failure of the CLIENT to pay the AGENCY for services rendered for two (2) half-month periods, as the services become due and payable to the AGENCY pursuant to Par. 7, above, shall be sufficient cause for the AGENCY to terminate its services immediately, provided the AGENCY will give the CLIENT fifteen (15) days prior notice of the termination. The CLIENT shall pay interest on all overdue payments to the AGENCY at the rate of three (3%) percent per month. Once legal action is instituted to collect payments from the CLIENT, an additional twenty-five (25%) of the unpaid account claimed shall be due and demandable as attorney's fees;
10. The AGENCY shall pay all security guards assigned to the CLIENT, under this Agreement, such remuneration and benefits, as indicated in the Breakdown or the Service Agreement Rates prepared and set for the security services industry by the PADPAO, corresponding to the services rates stipulated in Par. 7 above, and which Breakdown or Agreement Rate is made a part of and adopted into this Agreement or its later amendments. Such Payments to the guards shall be taken from the amounts paid by the CLIENT for actual services rendered;
11. The CLIENT shall not absorb under any other arrangement into their work force, or allow the relieving security agency, in case this Agreement is terminated, to assign with the CLIENT, the AGENCY security personnel previously or presently assigned therewith, six (6) months from their last tour of duty with the CLIENT while in the employ of the AGENCY, without the written consent of the AGENCY;
12. The AGENCY security personnel assigned with the CLIENT shall, in no case, render a continuous tour of duty therewith of six (6) months under this Agreement, except when the AGENCY deems it advantageous to the service, or the CLIENT so directs the AGENCY, the CLIENT, however, reserving the right to have any guard assigned with them replaced at anytime on the CLIENTS written request;
13. The AGENCY shall maintain a satisfactory level of performance throughout the term of the contract based on the following prescribed set of performance criteria :



- (i) Quality of service delivered;
- (ii) Time Management
- (iii) Management and suitability of personnel;
- (iv) Contract administration and management; and
- (v) Provision of regular progress report

14. Any and all legal actions arising from this Agreement shall be filed exclusively in the proper courts of Naga City, Camarines Sur, Philippines only. This provision may be exercised only by, and for the benefit of the AGENCY;

15. Simultaneous with the termination of this Agreement, but immediately prior to the turn-over of responsibilities from the AGENCY to the incoming security agency and/or the CLIENT, the latter shall issue in favor of the AGENCY and its guards a Certificate of Clearance of any responsibilities and monetary liabilities except pending claims for losses and/ or damages against the AGENCY, which may be indicated in the clearance.

Failure or refusal of the CLIENT to issue the clearance within fifteen (15) days from the termination of this Agreement, inspite of the absence of any pending claim, shall be equivalent to a clearance and shall render the AGENCY and its guards free from or of any responsibilities to the CLIENT on account of this Agreement.

16. All other provisions not stipulated herein shall be duly covered by the General Conditions of the Contract (GCC) and the Special Conditions of the Contract (SCC) of the Tender Documents.

17. This Agreement shall take effect on January 1, 2021 and shall continue for a period of Three (3) years from January 1, 2021 to December 31, 2023

IN WITNESS WHEREOF the parties have hereunto signed this Agreement on the date and at the place first above-written.

METROPOLITAN NAGA
WATER DISTRICT

By:

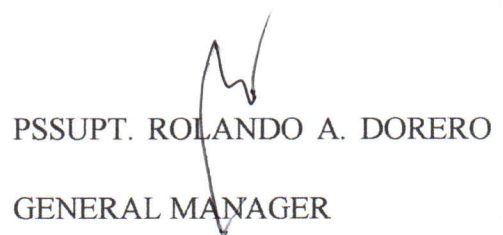


VIRGILIO B. LUANSING I

GENERAL MANAGER A

IMAGITING SECURITY AGENCY
CORPORATION

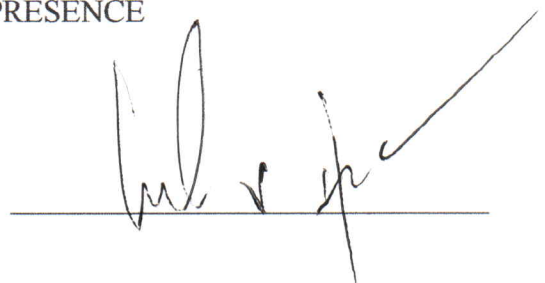
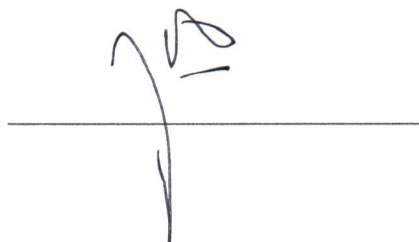
By:



PSSUPT. ROLANDO A. DORERO

GENERAL MANAGER

SIGNED IN THE PRESENCE



ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public, for and in the above jurisdiction, on this _____ day of DEC 29 2021 personally appeared Mr. Virgilio B. Luansing I, in capacity as the General Manager of the Metropolitan Naga Water District (MNWD), exhibiting to me his Community Tax Certificate No. _____ issued on _____ at _____ and ROLANDO A. DORERO, in his capacity as GENERAL MANAGER of the 1 MAGITING SECURITY AGENCY CORPORATION exhibiting to me his Residence Certificate No. _____ issued on _____ at _____ who are known to me and to me known to be the persons who executed this Agreement consisting of five (5) pages, including the page of this Acknowledgement, and who acknowledged to me that the same in their free and voluntary act and deed as well as of the companies they respectively present.

WITNESS MY HAND AND SEAL on the date and place above-written.

Doc No. 310
Page No. 62
Book No. 151
Series of 2020

~~ATTY. ROMEO S. DAVO~~
~~NOTARY PUBLIC~~
~~PANGANIBAN DRIVE, NAGACITY CAM. SUR, PHIL.~~
~~ROLL NO. 27681, COMM. NO. 19-07, UNTIL DECEMBER 31, 20~~
~~TIN NO. 112-539-548 IBP NO. 0499/01-02-20, N.Y.~~
~~PTR NO. 9771622/01-02-20, N.Y.~~
~~MCLB NO. 1/1-10003458~~

