



BAGUIO WATER DISTRICT

"Serving Mankind is Serving God"



SECURITY SERVICES CONTRACT (FOR THE YEAR 2023)

KNOW ALL MEN BY THESE PRESENT:

This CONTRACT, made and executed this 20th day of December 2022, by and between:

BAGUIO 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 principal office address at No. 003 Utility Road, Marcoville, Baguio City, represented by its General Manager, **ENGR. SALVADOR M. ROYECA**, hereinafter referred to as **"BWD"**;

- AND -

SIDEKICK FORCE INVESTIGATION AND SECURITY SERVICES, INC., a duly licensed security agency, duly organized and existing under the laws of the Republic of the Philippines, with principal business address at No. 317 Luy Wing Building, Magsaysay Avenue, Baguio City, represented herein by its President and Chief Executive Officer, **MR. RONALD C. BAHNI**, of legal age, Filipino citizen, and a resident of Baguio City, Philippines, whose authority is embodied in a Secretary's Certificate issued by Corporate Secretary Corporate Secretary Jeanette B. Damoco, attached hereto as **ANNEX "A"**, hereinafter referred to as the **"SECURITY AGENCY"**.

WITNESSETH: That,

WHEREAS, BWD is in need of security services to provide security, and protection to all BWD interests, facilities and properties at various locations within Baguio City and adjoining Municipalities of Tuba and La Trinidad, Benguet against theft, pilferage, robbery, damage or loss, malicious mischief, trespass and unlawful entry through force, intimidation, threat, strategy or stealth, assault, arson, or other unlawful and destructive acts;

WHEREAS, the SECURITY AGENCY shall extend such security services to **BWD** officers, employees, customers, and visitors while they are within the premises, its immediate vicinity, and facilities, when requested by **BWD**, when there are threats or intimidation made against the person of the officers or employees arising from the exercise of their official duties and responsibilities;

WHEREAS, BWD conducted a sourcing out of security agencies for the security, monitoring, protection of all **BWD** interests, facilities and properties and employees from all forms of harm, danger, damage, illegal act and the like at various locations within Baguio City and adjoining Municipalities of Tuba and La Trinidad, Benguet, through a competitive bidding commenced by the posting of an Invitation to Bid for the procurement of Security Services (2022-2023) at the PhilGEPS and BWD websites;

WHEREAS, in response to BWD's Invitation to Bid, the SECURITY AGENCY submitted its bid to provide security services to **BWD** for the year 2022-2023 and after the conduct of bid evaluation and post-qualification, the **SECURITY AGENCY** was determined to be the lone calculated responsive bidder with a financial proposal of **EIGHTEEN MILLION FOUR HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED EIGHTY-EIGHT PESOS AND 72/100 (Php18,457,688.72)**;

Received by 12/31/22
Michael D. Cayo

WHEREAS, the aforementioned bid is based on the cost distribution for 8 hours day shift for 30 days per month, 8 hours night shift for 30 days per month, 12 hours day shift for 30 days per month, 12 hours night shift for 30 days per month, 8 hours day shift for 8 days per month, and 8 hours night shift for 8 days per month; in accordance with Regional Tripartite Wages and Productivity Board – Cordillera Administrative Region Wage Order No. CAR-21 effective 14 June 2022;

WHEREAS, the **SECURITY AGENCY** is a duly licensed and bonded security guard agency operating under the provisions of R.A. No. 5487, as amended, and meets all the requirements set forth under the Terms of Reference and bidding documents;

WHEREAS, the **SECURITY AGENCY** shall provide the security services of **BWD** under the terms and conditions herein set forth;

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 and do hereby agree, as follows:

I. AGREED RATE AND RELATED CONDITIONS

1. For and in consideration of the services to be rendered by the **SECURITY AGENCY** to **BWD** as provided herein, **BWD** shall pay the **SECURITY AGENCY** the contract price of **Php18,457,688.72** based on the actual hours rendered by each security guard assigned in the various **BWD** posts. Any increase to be implemented by virtue of a Wage Order and adopted by the PADPAO shall be requested by the **SECURITY AGENCY** in writing to **BWD**. If the request is found in order, **BWD** shall pay the increased rate per guard based on the same terms and conditions set forth herein.
2. The **SECURITY AGENCY** shall faithfully pay the salaries of its security guards on time.
3. The **SECURITY AGENCY** shall faithfully pay all security guards assigned to **BWD** under this CONTRACT such remuneration and benefits as indicated and set forth in the security service industry by the PADPAO and in accordance with existing wage rates.
 - 2.1 The **SECURITY AGENCY** shall make timely and immediate remittances of all amounts due to SSS/Philhealth/Pag-ibig or such other related government agencies or private entities where the **SECURITY AGENCY** is bound to make the remittances for the benefit of all the assigned guards.
 - 2.2 The **SECURITY AGENCY** shall submit a duplicate copy of the SSS remittance payroll for the preceding month showing among others the salary of the guards, which should be in accordance with the PADPAO rate to **BWD** as requirement before the release of monthly contract price.
 - 2.3 The **SECURITY AGENCY** shall submit a monthly compliance report signed by its security guards on the payment of overtime pay, night shift differential, 13th month pay, 5 days incentive leave, uniform allowance, retirement benefit, SSS premium, PhilHealth contribution, state insurance fund and Pag-Ibig fund among others.



4. Payment to the **SECURITY AGENCY** shall be made on or before the last day of the month the billing for services rendered during the first half of said month, and on or before the 15th day of the month for services rendered during the second half of the preceding month. In this regard, the **SECURITY AGENCY** shall send to **BWD** a billing statement to cover the services rendered.
5. No adjustment in the contract price shall be allowed during the term of this CONTRACT except in cases where the cost of the awarded contract is affected by any applicable new law, ordinance, regulation or other act of Government promulgated after the date of bidding. In which case, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis to the **SECURITY AGENCY**, pursuant to Sec. 17.7.4 of the Implementing Rules and Regulations of RA No. 9184.
6. Failure on the part of the **SECURITY AGENCY** to comply with any or all of the foregoing requirements or any misrepresentation in this regard shall be a ground for the immediate termination of this CONTRACT.

II. EFFECTIVITY OF THE CONTRACT

1. This CONTRACT shall take effect for a period of one (1) year, starting **01 January 2023 until 31 December 2023**, unless sooner terminated by **BWD**.
2. **BWD** shall have the sole option to cancel/terminate this CONTRACT at any time for violation of any of the terms and conditions thereof and/or if, in its judgment, the service that has been rendered by the **SECURITY AGENCY** and/or its security guards is substandard and/or unsatisfactory: Provided, that the **SECURITY AGENCY** shall be notified in writing prior at least thirty (30) days prior to the effective date of cancellation/termination. The **SECURITY AGENCY** shall maintain a satisfactory level of performance throughout the term of the CONTRACT.

However, in cases where the **SECURITY AGENCY** causes injury or irreparable damage to the life and property of **BWD**, its officers, employees, customers, and visitors, or its continuing presence poses a threat to the life and property to the latter due to the **SECURITY AGENCY's** involvement in unlawful and illegal acts, **BWD** may immediately notify the **SECURITY AGENCY** of such fact in writing and this CONTRACT is deemed cancelled and/or terminated without waiting for the lapse of thirty (30) days.

III. OBLIGATIONS AND UNDERTAKINGS OF THE SECURITY AGENCY

1. The **SECURITY AGENCY** shall faithfully render and provide security, monitoring, protection of all **BWD** interests, facilities, properties and employees from all forms of harm, danger, damage, illegal act and the like at various locations within Baguio City and adjoining Municipalities of Tuba and La Trinidad, Benguet based on the shifting schedule to be provided to the **SECURITY AGENCY**.



2. Upon the effectivity of this CONTRACT, the **SECURITY AGENCY** shall provide the appropriate number of security guards based on the properties and facilities to be manned/secured/protected against theft, pilferage, robbery, damage, or loss, malicious mischief, trespass, assault, arson, or other unlawful and destructive acts by strangers or third persons, as well as to provide general security to the **BWD** officers, employees and customers, while they are within the **BWD** and its immediate vicinity, or outside of the **BWD**, when requested by **BWD**, when there are threats, intimidation or acts of harassment or terrorism made upon the persons of the employees arising from the exercise of their official duties and responsibilities.
3. The **SECURITY AGENCY** shall provide **BWD** qualified, licensed, bonded, uniformed, trained, and armed security guards who shall guard and protect **BWD** and the persons, facilities, and properties therein for a number of hours per post in accordance with the Shifting Schedule per **ANNEX "B"** hereof.
4. The **SECURITY AGENCY** shall equip itself with the devices and/or equipment, which are necessary in the proper discharge of its functions and duties of **BWD**.

In compliance to the government promulgations and/or guidelines issued to mitigate and contain the transmission of Coronavirus Disease 2019, the **SECURITY AGENCY** shall provide its security guards on duty as well as relievers stationed in all designated posts sufficient and appropriate personal protective equipment (PPE), such as but not limited to masks, gloves, goggles and face shields.

5. The **SECURITY AGENCY** shall be responsible for any losses and/or damages that may occur to the facilities, offices, and/or any properties of **BWD** under the watch of the security guards of the **SECURITY AGENCY** at any designated post, provided that the property/ies has (ve) been turned over to or that the property/ies has (ve) been placed under the full control of the security guards. Provided further, that the loss or damage thereto could have been prevented by due and reasonable diligence. The cost of the loss/damage shall be deducted from the billings of the **SECURITY AGENCY**.
6. The **SECURITY AGENCY** shall ensure that it can deploy the appropriate number of security guards as required in item 2 hereof. The number of security guards may thereafter be increased or reduced by **BWD**. In case **BWD** needs additional security guards, the **SECURITY AGENCY** shall immediately provide **BWD** with the additional number of security guards. On the other hand, in case **BWD** notifies the **SECURITY AGENCY** to reduce the existing number of security guards, the same shall be effective immediately, and **BWD** shall be billed for the reduced number of security guards. However, in case the security guard committed grave offense/misconduct or any act which would **BWD** seriously violate the relation of trust and confidence with **BWD**, as solely determined by **BWD**, the termination of the services of said security guard/s shall be immediately effective and **BWD** shall have the right to employ any legal means to ensure immediate implementation thereof.



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7. Before every shift, the **SECURITY AGENCY** shall undertake to immediately post reliever/s in the event the original guard/s on duty at a particular post and on a particular day is/are absent.
8. **BWD** shall have the right to demand from the **SECURITY AGENCY** for any reduction or increase in the number of security guards or the transfer of their places of assignments as the need arises under the same rate and manner of payment and procedures as indicated herein.
9. **BWD** reserves the right to demand immediate replacement of any security guard who, in the opinion of the **BWD**, is wanting competency, efficiency, honesty, courtesy or integrity or whose continued security services will be prejudicial to the interests of **BWD** and the **SECURITY AGENCY** shall immediately replace the same upon the written request of **BWD**.
10. The discipline and administration of all security guards to be deployed for **BWD** shall be the responsibility of the **SECURITY AGENCY** in accordance to the Implementing Rules and Regulations of Republic Act (RA) No. 5487, as amended, otherwise known as the "Private Security Agency Law" and other existing applicable laws and issuances.
11. The **SECURITY AGENCY** shall at all times stand solely liable and/or responsible for the enforcement of and compliance with all existing applicable laws, rules and regulations, particularly with respect to the Labor Code of the Philippines and all other social and labor legislations. Non-compliance with and/or violations of any provision thereof shall be a ground for the cancellation of this CONTRACT.

IV. NO EMPLOYER-EMPLOYEE RELATIONSHIP

It is expressly understood and agreed that the security personnel/guards assigned by the **SECURITY AGENCY** under this CONTRACT are, for all intents and purposes, the employees of the **SECURITY AGENCY** and hence, no employer-employee relationship exists between any and all of the security guards/personnel and **BWD**.

V. LOSS OR DAMAGE

1. The **SECURITY AGENCY** agrees and binds itself to have and hold **BWD** free and harmless from any and all liabilities and/or claims of its security guards with respect to this CONTRACT or arising hereunder.
2. **BWD** shall not in any way be held liable and/or responsible for any personal injury or damage, including death sustained or caused by any of the security guards assigned to **BWD** pursuant to this CONTRACT.
3. **BWD** shall not be responsible and liable for any injury or damage of any kind or nature, including death, inflicted or caused upon the **SECURITY AGENCY's** security force by a third person; neither shall **BWD** be liable to any third person whose injury, damage or death has been inflicted or caused by the **SECURITY AGENCY's** security force.



VI. CONFIDENTIALITY OF INFORMATION

The parties hereby agree that the services covered by this CONTRACT are fiduciary in nature such that the **SECURITY AGENCY** covenants that it or any of the security guards/personnel shall not, during the duration of this CONTRACT or at any time thereafter, disclose nor furnish to any person, firm or corporation any information relating to the **BWD** that may be acquired/possessed in the course of the performance of services to **BWD**, or in the course of their stay within their places of assignment, or as an incident to this CONTRACT.

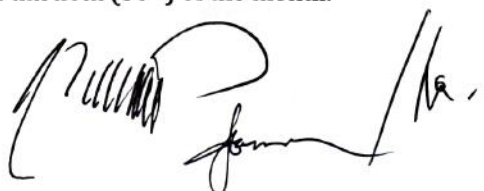
The **SECURITY AGENCY** shall ensure that the security guards/personnel will comply with this obligation.

VII. PERFORMANCE SECURITY

1. The Performance Security shall be released to the **SECURITY AGENCY** within thirty (30) days from the end of the term of this CONTRACT and upon the certification of **BWD** that the **SECURITY AGENCY** has faithfully and completely performed its obligations under this CONTRACT. The Performance Security shall answer for any damage **BWD** may suffer by reason of the **SECURITY AGENCY**'s default of any of its obligations and/or breach of the terms and conditions of this CONTRACT and shall likewise guarantee payment for any loss, damage or injury that may be caused by the **SECURITY AGENCY** to **BWD**, its officers, employees, clients, and guests.
2. The Performance Security shall be forfeited in favor of **BWD** in the event it is established that the **SECURITY AGENCY** is in default, committed breach of its obligation under this CONTRACT and/or failure to comply with any of the terms and conditions of this CONTRACT. Any changes made in this CONTRACT shall in no way annul, release or affect the liability of the **SECURITY AGENCY** and the surety.

VIII. POST ASSIGNMENTS

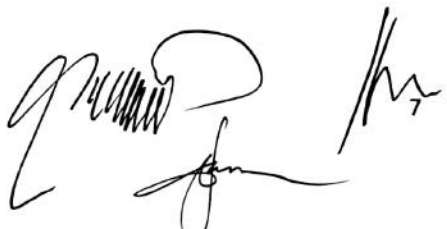
1. The **SECURITY AGENCY** shall ensure that **BWD**'s required number of security guards and shifting schedule per post are strictly followed and that the security guards shall not abandon their respective posts.
2. The **SECURITY AGENCY** shall submit to **BWD** the names of the security guards and their respective shifting schedule and posts within ten (10) days from the signing of this CONTRACT.
3. **BWD** shall have the insuperable right to change the posting from time to time.
4. The individual security guard assigned to the various facilities and offices of **BWD** shall assume the responsibilities as detailed in the attached "Scope of Services", marked as **ANNEX "C"** and made an integral part hereof.
5. The security guards assigned to guard the various **BWD** posts shall submit their reports and log books to **BWD** through their security officer every fifteenth (15th) and thirtieth (30th) of the month.



6. The **SECURITY AGENCY** shall assume full responsibility for any mishap, injury or even death caused in the premises under the watch of the security guards of the **SECURITY AGENCY** unless such misfortunes were caused due to the written order of BWD through its authorized representative/s, beyond the scope of this CONTRACT.
7. **BWD** shall at all times have the right to inspect the security guard/s on duty and shall communicate to the **SECURITY AGENCY** any noticed irregularity or defect in the quality and acceptability in the performance of the security guard/s' duties.

IX. MISCELLANEOUS


1. For the purpose of implementing the terms and conditions of this CONTRACT, the **BWD** assigned its Security Officer who shall be in constant communication with the **SECURITY AGENCY** on security matters.
2. The **SECURITY AGENCY** shall not assign, sublet, or transfer its interest in this CONTRACT without the written consent of **BWD**.
3. Any failure or delay on the part of **BWD** to enforce any of its rights and privileges under this CONTRACT shall not be construed as a waiver or remuneration of or estoppel of such rights and privileges of **BWD**.
4. In the event that a legal action would arise from this CONTRACT, the parties agree that the venue of such action shall be before the competent courts of Baguio City only. All litigation expenses and attorney's fees equivalent to ten percent (10%) of the contract price shall be borne/reimbursed by the **SECURITY AGENCY** without prejudice to the payment appropriate damages included in the complaint or cause of action.
5. The guards assigned by the **SECURITY AGENCY** shall be obligated to testify in court or in any administrative proceeding, when required to do so, in connection with any administrative, civil, or criminal cases in connection with any event relating to the dispatch of their duties in securing the facilities, offices, and properties of **BWD**.
6. Failure to perform the terms and conditions set forth above, such as but not limited to the **SECURITY AGENCY's** faithful payment of the salaries of its security guards on time, strict deployment of the required number of security guards (70), following of the prescribed shifting schedule per post and non-abandonment of their respective posts, shall cause the forfeiture of the **SECURITY AGENCY's** posted performance security in favor of **BWD** without prejudice to the termination of this CONTRACT.



IN WITNESS WHEREOF, we have hereunto set our hands this 30th day of December 2022 at the City of Baguio, Philippines.

BAGUIO WATER DISTRICT

Represented by:


ENGR. SALVADOR M. ROYECA
General Manager

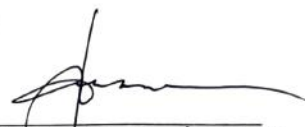
**SIDEKICK FORCE INVESTIGATION AND
SECURITY SERVICES, INC.**

Represented by:


MR. RONALD C. BAHNI
President/Chief Executive Officer

Signed in the presence of:


ENGR. NORIEL C. CALPITO
BWD Security Officer


JEANNETTE B. DAMOCO
FINANCE / Corporate Secretary

REPUBLIC OF THE PHILIPPINES)
Done in the City of Baguio) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the City of Baguio, Philippines, this 30th day of December 2022, personally appeared the following:

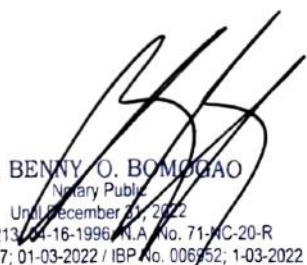
Name	ID No.
1. ENGR. SALVADOR M. ROYECA	<u>BWD ID NO. 197</u>
2. RONALD C. BAHNI	<u>774 179 984 40</u>

known to me to be the same persons who executed this SECURITY SERVICES CONTRACT for the year 2023 and that they acknowledged to me that the same is their own free act and voluntary deed and of the entity they represent.

This document refers to SECURITY SERVICES CONTRACT for the year 2023 and consists of twenty-four (24) pages (with Annex "A", Annex "B" and Annex "C") including this page wherein this acknowledgement is written, signed on each and every page hereof by the concerned parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL this 30 day of December 2022 at Baguio City, Philippines.

Doc No. 51;
Page No. 11;
Book No. 53;
Series of 2022.


Atty. BENNY O. BOMO
Notary Public
Until December 31, 2022
Roll No. 41213 / 04-16-1996 / N.A. No. 71-MC-20-R
PTR No. 1210207; 01-03-2022 / IBP No. 006352; 1-03-2022
Rm. 226, 2/F Bayanihan Bldg., #51 Otek Street, Baguio City

SECRETARY'S CERTIFICATE

I, **JEANETTE B. DAMOCO**, of legal age, Filipino, married, residing at Queen of Peace, Baguio City after having been duly sworn to in accordance with law, hereby certify:

1. THAT, I am the Corporate Secretary of SIDEKICK FORCE INVESTIGATION AND SECURITY SERVICES, INC. a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at 317L 2nd floor, Luy Wing Bldg., Magsaysay Avenue, Baguio City;
2. THAT, in a special meeting of the Board of Directors of the said corporation, held on August 26, 2022, wherein a quorum was recognized, the following resolution was adopted:

"**RESOLVED**, as it is hereby **RESOLVED**, that **Mr. RONALD C. BAHNI**, President/CEO of Sidekick Force Investigation and Security Services, Inc., be authorized as he is hereby authorized to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the **PROCUREMENT OF SECURITY SERVICES (2022-2023)** of the **BAGUIO WATER DISTRICT**."

IN WITNESS WHEREOF, I have hereto set my hand this SEP 14 2022 day of _____, 2022 at Baguio City, Philippines.


JEANETTE B. DAMOCO
Corporate Secretary

SUBSCRIBED AND SWORN TO before me this SEP 14 2022 the day of 4 2022 at Baguio City, Philippines. Affiant was personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me her BIR TIN ID, with her photograph and signature appearing thereon, with no. 179-753-046-000 issued on January 5, 2012 at Baguio City, Philippines.

Witness my hand and seal this SEP 14 2022 day of 4 2022.


NOTARY PUBLIC

Atty. **BENNY D. BOMOGAO**
Notary Public

Until December 31, 2022

Roll No. 41213-04-16-1996; N.A. No. 71-NC-20-R
PTR No. 1210207; 01-03-2022 / IBP No. 006952; 1-03-2022
Rm. 226, 2/F Bayanihan Bldg., #51 Otek Street, Baguio City

Doc. No. 80

Page No. 16

Book No. 52

Series of 2022

ANNEX "B"

SHIFTING SCHEDULE SECURITY SERVICES 2022-2023

POSTS	ON DUTY	NO. OF GUARDS NEEDED	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	REMARKS
BWD MAIN OFFICE	GUARD	3	7AM - 7PM							
		3	7PM - 7AM							
		5		7PM - 7AM	7PM - 7AM	7PM - 7AM	7PM - 7AM	7PM - 7AM	7PM - 7AM	
		3		7PM - 7AM	7PM - 7AM	7PM - 7AM	7PM - 7AM	7PM - 7AM	7PM - 7AM	
		1		7AM-5PM	7AM-5PM	7AM-5PM	7AM-5PM	7AM-5PM	7AM-5PM	BILLING DUE DATES ONLY
AMPARO PROPERTY	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM		
		1	7PM - 7AM	7PM - 7AM	7PM - 7AM	7PM - 7AM	7PM - 7AM	7PM - 7AM	7PM - 7AM	
BUYOG	SADLAY, Robert		OFF	OFF	7AM - 3PM	7AM - 3PM	7AM - 3PM	7AM - 3PM	7AM - 3PM	
	BUMANGIL, Henry		3PM - 11PM	3PM - 11PM	3PM - 11PM	3PM - 11PM	3PM - 11PM	OFF	OFF	
		1	11PM - 7AM	11PM - 7AM	11PM - 7AM	11PM - 7AM	11PM - 7AM	11PM - 7AM	11PM - 7AM	
	GUARD	1	7AM - 3PM	7AM - 3PM		11PM - 7AM			3PM - 11PM	
		1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM
	Total hours of Duty		16 hours	16 hours	8 hours	8 hours	8 hours	16 hours	16 hours	

POSTS	ON DUTY	NO. OF GUARDS NEEDED	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	REMARKS
SOFIA	NAVALTA, Venerando		OFF	7AM - 3PM	7AM - 3PM	7AM - 3PM	7AM - 3PM	7AM - 3PM	OFF	
	GUARD	1	12 MN - 12 NN	3PM - 11PM	3PM - 11PM	3PM - 11PM	3PM - 11PM	3PM - 11PM	12 MN - 12 NN	
	GUARD	1	12 NN - 12 MN	11PM - 7AM	11PM - 7AM	11PM - 7AM	11PM - 7AM	11PM - 7AM	12 NN - 12 MN	
	Total hours of Duty		24 hours	8 hours	8 hours	8 hours	8 hours	8 hours	24 hours	
MRR										
	VALDEZ, Arman		OFF	2AM-10AM	2AM-10AM	2AM-10AM	2AM-10AM	2AM-10AM	2AM-10AM	
		1	2AM - 10AM	2PM - 10PM	2PM - 10PM	2PM - 10PM	2PM - 10PM	2PM - 10PM	2AM - 10AM	
	GUARD	1	2PM - 10PM							
AMBIONG	Total hours of Duty		16 hours	8 hours	8 hours	8 hours	8 hours	8 hours	16 hours	
	ACOSTA, Virgilio		OFF	OFF	7AM - 3PM	7AM - 3PM	7AM - 3PM	7AM - 3PM	7AM - 3PM	
	JUGANAS, Alex		OFF	3PM - 11PM	3PM - 11PM	3PM - 11PM	3PM - 11PM	3PM - 11PM	OFF	
AMBIONG	GUARD	1	7AM - 7PM	7AM - 3PM			11PM - 7AM	11PM - 7AM	3PM - 11PM	
		1	7PM - 7AM	11PM - 7AM	11PM - 7AM	11PM - 7AM			11PM - 7AM	
		1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	WATERSHED ROVING
	Total hours of Duty		24 hours	16 hours	8 hours	8 hours	8 hours	8 hours	16 hours	

POSTS	ON DUTY	NO. OF GUARDS NEEDED	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	REMARKS
CAMP 8	FONTANILLA, Renato		OFF	8 AM - 4 PM	8 AM - 4 PM	8 AM - 4 PM	8 AM - 4 PM	8 AM - 4 PM	OFF	
	GUARD	1	8 AM - 8 PM	4 PM - 12 MN	4 PM - 12 MN	4 PM - 12 MN	4 PM - 12 MN	4 PM - 12 MN	8 AM - 8 PM	
	GUARD	1	8 PM - 8 AM	12 MN - 8 AM	12 MN - 8 AM	12 MN - 8 AM	12 MN - 8 AM	12 MN - 8 AM	8 PM - 8 AM	
	Total hours of Duty		24 hours	16 hours	16 hours	16 hours	16 hours	16 hours	24 hours	
LAGMAN	GACAD, Cristito		OFF	OFF	7AM - 3PM	7AM - 3PM	7AM - 3PM	7AM - 3PM	7AM - 3PM	
	GUARD	1	12 MN - 12 NN	12 MN - 12 NN	3PM - 11PM	3PM - 11PM	3PM - 11PM	3PM - 11PM	3PM - 11PM	
	GUARD	1	12 NN - 12 MN	12 NN - 12 MN	11PM - 7AM	11PM - 7AM	11PM - 7AM	11PM - 7AM	11PM - 7AM	
	Total hours of Duty		24 hours	24 hours	16 hours	16 hours	16 hours	16 hours	16 hours	
IRISAN 2	FERNANDEZ, Antonio		OFF	7AM - 3PM	7AM - 3PM	7AM - 3PM	7AM - 3PM	7AM - 3PM	OFF	
	GUARD	1	12 MN - 12 NN	3PM - 11PM	3PM - 11PM	3PM - 11PM	3PM - 11PM	3PM - 11PM	12 MN - 12 NN	
	GUARD	1	12 NN - 12 MN	11PM - 7AM	11PM - 7AM	11PM - 7AM	11PM - 7AM	11PM - 7AM	12 NN - 12 MN	
	Total hours of Duty		24 hours	8 hours	8 hours	8 hours	8 hours	8 hours	24 hours	

POSTS	ON DUTY	NO. OF GUARDS NEEDED	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	REMARKS
AMPARO	HUFALAR, Reynaldo		OFF	OFF	8 AM - 4 PM	8 AM - 4 PM	8 AM - 4 PM	8 AM - 4 PM	8 AM - 4 PM	
	TULAY, Alfred		OFF	12 MN - 8 AM	12 MN - 8 AM	12 MN - 8 AM	12 MN - 8 AM	12 MN - 8 AM	OFF	
	GUARD	1	8 AM - 8 PM	8 AM - 4 PM	4 PM - 12 MN	4 PM - 12 MN	4 PM - 12 MN	4 PM - 12 MN	4 PM - 12 MN	
		1	8 PM - 8 AM	4 PM - 12 MN	4 PM - 12 MN	4 PM - 12 MN	4 PM - 12 MN	4 PM - 12 MN	12 MN - 8 AM	
	Total hours of Duty		24 hours	16 hours	8 hours	8 hours	8 hours	8 hours	16 hours	
STAGE 1 CAMP 6										
	NGALES, WILLIAM		6AM-2PM	OFF	OFF	6AM-2PM	6AM-2PM	6AM-2PM	6AM-2PM	
	GUARD	1	2PM - 10PM	6AM - 6PM	6AM - 6PM	2PM - 10PM	2PM - 10PM	2PM - 10PM	2PM - 10PM	
	GUARD	1	10PM - 6AM	6PM - 6AM	6PM - 6AM	10PM - 6AM	10PM - 6AM	10PM - 6AM	10PM - 6AM	
	Total hours of Duty		16 hours	24 hours	24 hours	16 hours	16 hours	16 hours	16 hours	
MARCOS HIGHWAY TANK										
	RITOS, Virgilio		OFF	7AM - 3PM	7AM - 3PM	7AM - 3PM	7AM - 3PM	7AM - 3PM	OFF	
	BERTING, Gabriel		7PM - 3PM	3PM - 11PM	3PM - 11PM	3PM - 11PM	OFF	OFF	7AM - 3PM	
	GUARD	1	3PM - 11PM	11PM - 7AM	11PM - 7AM	11PM - 7AM	3PM - 11PM	3PM - 11PM	3PM - 11PM	
	Total hours of Duty		16 hours	8 hours	8 hours	8 hours	16 hours	16 hours	16 hours	

POSTS	ON DUTY	NO. OF GUARDS NEEDED	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	REMARKS
BALSIGAN	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
	Total hours of Duty		24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	
ATHLETIC	GUARD	1	9PM - 5AM	9PM - 5AM	9PM - 5AM	9PM - 5AM	9PM - 5AM	9PM - 5AM	9PM - 5AM	
	Total hours of Duty		8 hours	8 hours	8 hours	8 hours	8 hours	8 hours	8 hours	
BUYOG TIPTOP	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
	Total hours of Duty		24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	
BUSOL TIPTOP	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
	Total hours of Duty		24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	
IRISAN 1	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
	Total hours of Duty		24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	

Procurement of Security Services 2022-2023
Shifting Schedule

POSTS	ON DUTY	NO. OF GUARDS NEEDED	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	REMARKS
IRISAN 3	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
	Total hours of Duty		24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	
KISAD										
	GUARD	1	6AM - 6PM	6AM - 6PM	6AM - 6PM	6AM - 6PM	6AM - 6PM	6AM - 6PM	6AM - 6PM	
	Total hours of Duty		12 hours	12 hours	12 hours	12 hours	12 hours	12 hours	12 hours	
KM 8 RESERVOIR										
	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
MALVAR TANK	Total hours of Duty		24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	
	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
PINESVILLE	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
	Total hours of Duty		24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	

POSTS	ON DUTY	NO. OF GUARDS NEEDED	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	REMARKS
PINSAO 2	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
	Total hours of Duty		24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	
STAGE 2 PULA	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
	Total hours of Duty		24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	
STRB	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
	GUARD	1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
	Total hours of Duty		24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	
AMLIANG/STAGE 1/2 ROVING										
		2	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
		2	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
CAMP 8 WATERSHED										
		1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
		1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	

POSTS	ON DUTY	NO. OF GUARDS NEEDED	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	REMARKS
MCO STAFFHOUSE/COA OFFICE		1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
		1	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	7AM - 7PM	
	TOTAL NUMBER OF GUARDS	70								



BAGUIO WATER DISTRICT

"Serving Mankind is Serving God"



ANNEX "C"

TERMS OF REFERENCE FOR SECURITY SERVICES (YEAR 2022-2023)

I. BACKGROUND

Baguio Water District (BWD) is mandated to protect and secure the watersheds, forest reserves and all its water sources and facilities within Baguio City and adjoining Municipalities of Tuba and La Trinidad, Benguet. All these properties, including the BWD main office and collection centers and also its employees, need close monitoring and protection from fire, robbery, illegal logging, illegal entry and/or squatting, and other forms of unlawful acts.

There is a recognized need that such security, protection and monitoring should be carried out by an agency with expertise in the field coupled with qualified, dedicated and hardworking personnel thus, this undertaking to an invitation to Apply for Eligibility and to Bid.

II. TENDERING SCHEDULE

As government instrumentally exercising corporate powers, BWD will bid out these services in accordance with the Tendering Schedule as indicated in **Annex "A"** of this document.

III. SCOPE OF SERVICES

The Agency shall render and provide security services on a 24-hour basis: divided into 8 hours day shift, 8 hours night shift, 12 hours day shift and 12 hours night shift, unless another work shift is required or stipulated.

The Agency shall at all times ensures the BWD's required number of guards and shifting schedule per post are strictly followed and that the guards shall not abandon their respective shifting schedule and posts within ten (10) days from the signing of the Contract.

Before every shift, the Agency shall undertake to immediately post reliever/s in the event the original guard/s on duty at a particular post and on a particular day is/are absent.

In compliance to the government promulgations / guidelines issued to mitigate and contain the transmission of Coronavirus Disease 2019, the Agency shall provide the Seventy (70) guards on duty as well as relievers stationed in all designated posts sufficient and appropriate personal protective equipment (PPE), such as but not limited to masks, gloves, goggles and face shields.

Generally, the Agency shall render the following Standard Operating Procedures for security guards assigned at various BWD offices and facilities.

A. PROTECTION AND SECURITY

1. Protect and secure the compound / area of jurisdiction and responsibly from thieves, robbers, pilferages and all forces of criminality.
2. Maintain peace and order at all times.

3. Conduct routine inspection / roving in all areas of guards' jurisdiction and responsibly and make reports of all security and safety concerns to BWD through the Security Officer every fifteenth (15th) and thirtieth (30th) day of the month.
4. Prevent suspected malefactors like saboteurs, suspicious elements and disallow vendors from entering the compound by conducting identity checks and verifications.
5. Secure persons and properties in the area from destruction resulting from fire and other natural calamities as well as those perpetrated by persons with malicious motives.
6. Upon order of the management, conduct inspections of packages, hand carried bags / luggage of incoming and outgoing persons including motor vehicles to prevent acts of pilferage, sabotage, as well as the transport of prohibited items.
7. Strictly enforce the visitor's pass requirements and prohibit the entry of persons who refuse to comply with the said requirements.
8. Conduct random body frisking especially of suspicious personalities whenever necessary or upon orders of superiors and security management of BWD.
9. Disallow the entry of privately owned vehicles inside the compound unless granted by the BWD management.

B. ENFORCEMENT OF BWD RULES AND POLICIES

1. Considering the congestion in the BWD compound and the road thereat especially during rush hours, a guard shall be stationed by the road fronting the BWD main building to direct the flow of traffic and enforce parking arrangements therein, and another guard shall be stationed by the Motorpool area and driveway to clear the latter and ensure smooth movement of BWD and employees' vehicles.
2. Ensure that all offices and the gates/entrance are closed at the close of office hours and opened on schedule set by management.
3. Extend courtesy at all times to directors, management and other employees, customers / clients and other visitors.
4. Prohibit gambling, drinking of intoxicating beverages and other forms of illegal activities within or adjoining BWD offices/facilities. Those already drunk and intoxicated shall be refused entry into the compound or other BWD facilities.
5. Verify authority to pull-out or move of equipment, items and materials and refuse pull-out or movement without clearance from management or presentation of appropriate documents such as SRS or TBS duly signed by authorized personnel of BWD.
6. Verify authority to pull-out motor vehicles from the BWD compound and refuse pull-out or movement not covered by duly approved trip tickets. Tickets shall be issued by the divisions concerned indicating therein the vehicles' destination, name of driver, description of vehicle, its purpose of trip and must be duly approved by the concerned division manager and Finance Division.

C. RECORD KEEPING / INFORMATION DISSEMINATION

1. Record and verify all tangible items, materials and equipment left under the guard's care and custody.
2. Inform top management through the Security Office in writing or through the fastest means of communication, all unusual incidents or security concerns that may arise from time to time.
3. Maintain a systematic recording of events and list down the movements of equipment/materials and motor vehicles, purpose, name of driver, plate number, etc.
4. Relay all orders, writing instructions or memoranda, rules and regulations to the relieving guard for proper implementation.
5. Maintain close coordination with BWD Security Office of all discrepancies and security concerns for adoption of appropriate measures and dispositions deemed proper.
6. Perform other security-related duties and orders emanating from superiors, clients and duly recognized public officials.
7. Reports/records as stated in the preceding paragraphs shall be diligently submitted to the Security Officer every fifteenth (15th) and thirtieth (30th) day of the month.

Specifically, the Agency shall also render the following duties and responsibilities at the following offices and facilities:

A. BWD Main Gate / Entrance and Office Premises:

1. Ensure that all employees wear their respective IDs at all times while within the BWD premises.
2. Ensure that all guests and customers register at the visitor's logbook before entering and leaving and enforce the wearing of visitor's ID while inside the compound/buildings.
3. Enforce routine checks and inspection of bags, luggage and packages of incoming and outgoing employees and visitors.
4. Require visitors and customers to leave bags, luggage and packages for safekeeping with the guards while transacting business.
5. Be familiar with the different offices as well as employees and guide/direct customers and guests to the proper offices and/or employees they want to visit.
6. After office hours, ensure that:
 - a. All offices are locked;
 - b. All unnecessary office lights are put off and unplug electrical devices/appliances not in use;
 - c. BWD main gate/entrance is closed; and
 - d. Only night shift and other authorized employees are allowed to enter and stay in the premises.

B. BWD MCO Laboratory, Staff House, Warehouse and Stockyard:

1. Similarity implement items 1-4 of the immediately preceding section.
2. Assist in housekeeping and maintenance of the facilities and their surroundings.
3. Ensure that unauthorized employees and other individuals are not allowed to enter the subject premises.
4. Within the immediate surroundings area of Camp 8 watershed:
 - a. Assist in patrolling, surveillance, and preventing activities in violation of forestry laws and report to BWD management any violations thereof;
 - b. Assist and participate in tree planting and other related activities in support of environment protection programs of BWD; and
 - c. Assist in the prevention and suppression of forest fires.
5. Verify authority to move materials / equipment and vehicles and refuse movement of any materials/equipment and vehicles in the warehouse/stockyard without property approved SRS, TBS, and other documents signed by concerned BWD authorities.
6. Use of the staff house will only be allowed for guests approved, endorsed and authorized by the management.
7. Strictly maintain a logbook of all employees, guests and other persons as well as materials, equipment, and vehicles moving in and out of the area. Reports/records reflecting the preceding paragraph shall be diligently submitted to the Security Officer every fifteenth (15th) and thirtieth (30th) day of the month.

C. BWD Major Project Sites

1. Strictly maintain a logbook of all employees, guests, and other persons as well as verify authority of materials, equipment's, and vehicles moving in and out of the project site and refuse the same if found to be unauthorized.
2. Safeguard and protect all project equipment, tools, materials, and other items from theft and vandalism.
3. Ensure smooth and safe flow of vehicular and pedestrian traffic when project sites are within vicinities or road right-of-ways.
4. Reports/records reflecting the preceding paragraphs shall be diligently submitted to the Security Officer every fifteenth (15th) and thirtieth (30th) day of the month.

D. Watersheds and Forest Reserves

1. Conduct patrols, surveillance and comfort/apprehend forest violators.
2. Assist and guide participants of authorized tree planting and watershed/forest maintenance activities.

3. Maintain clean and existing open forest pathways and trails.
4. Prevent and/or suppress forest fires.
5. Protect all water sources and facilities from illegal acts sanctioned by Presidential Decree no. 198 and 1067, otherwise known as the "Provincial Water Utilities Act of 1973" and the "Water Code of the Philippines", respectively, pollution and contamination. Immediately report illegal acts and suspicious activities.
6. Maintain a logbook of participants of authorized tree planting and watershed/forest maintenance activities.
7. Participate and assist in the watershed task force activities which include prevention or investigation of informal settlers as well as demolition of illegal structures as duly ordered.
8. Reports/records reflecting the preceding paragraphs shall be diligently submitted to the Security Officer every fifteenth (15th) and thirtieth (30th) day of the month

E. Pumping Stations

1. Operate all pumping facilities, which include pumps, motors, controls and generators, including distribution/gate valves based on the operations manual/instructions of the Production and Distribution Division.
2. Maintain cleanliness and orderliness of all pumping stations.
3. Check and record hourly data obtained like electric meter, water meter, voltage, current, and other based on the operations manual/instructions of the Production and Distribution Division.
4. Immediately report to BWD main office all observed pumping deficiencies, untoward incidents and other related concerns.
5. Strictly maintain a logbook of all employees, guests and other persons as well as materials, equipment, and vehicles moving in and out of the area.

F. Fetching Points

1. Only authorized haulers are allowed to fetch water at the designate fetching stations. Prior to fetching in times of emergency, the guard shall immediately notify the BWD Security Officer.
2. Maintain a logbook for both BWD and other sectors authorized to fetch and haul water, indicating therein the time, date, volume of water fetched, vehicle plate numbers, designated drivers and helpers, and other related information.
3. Monitor and record initial and final readings of the production meter before and after each fetching activity.
4. Maintain smooth flow of traffic with the immediate vicinity to ensure the fetching area is clear and open for delivery trucks at all times.
5. Properly receive from and turn over fetching point keys to co-guard or with BWD Customer Relations Officer before and after each shift.

Procurement of Security Services (Year 2022-2023)
Terms of Reference

6. Reports/records reflecting the preceding paragraphs shall be diligently submitted to the Security Officer every fifteenth (15th) and thirtieth (30th) day of the month.

IV. CONTRACT PERIOD

This contract shall commence in December 2022 and end in December 2023.


- V. APPROVED BUDGET FOR CONTRACT: **EIGHTEEN MILLION FIVE HUNDRED THIRTY-THREE THOUSAND SIX HUNDRED NINETY-SIX AND 64/100 PESOS (Php18,533,696.64)** (based on Regional Tripartite Wages and Productivity Board - Cordillera Administrative Region Wage Order No. CAR-21 effective 14 June 2022)

Prepared by:


ENGR. NORIEL C. CALPITO
BWD Security Officer

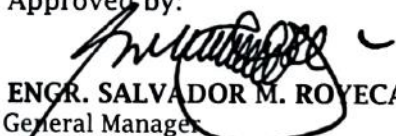
Recommended for Approval:


ATTY. MA. LUISA C. TENEDERO
Assistant General Manager-
Admin/Commercial/Finance/ICT


ENGR. REYNALDO C. JAYCO
OIC, Assistant General Manager-
Technical

Audited by:


LUZVIMIN G. RAMOS
Division Manager, Internal Audit Division

Approved by:

ENGR. SALVADOR M. ROYSCA
General Manager