

## TERMS OF REFERENCE

### (Procurement of Consultancy Services for the Conduct of a Security Risk Management Study at Camp John Hay, Baguio City)

#### I. PROJECT BACKGROUND

1. The Risk- Management Study is not regular undertaking being conducted by the Safety and Security Department (SSD) of the JHMC which was required as a performance commitment by the Department in CY 2018;
2. In December 2017, the procurement of a Risk Management Consultant was approved by the Bases Conversion and Development Authority (BCDA);
3. Based on the JHMC Table of Organization approved by the Governance Commission for GOCCs (GCG) in 2014, there are only two (2) plantilla positions in the SSD tasked manage the safety and security concerns inside the Camp John Hay Reservation Area (CJHRA);
4. Currently, some of safety and security risks at the CJHRA that need to be evaluated, assessed and managed involve increase in the number of illegal structure in the Camp John Hay Reservation Area, increase in the volume of vehicle entering the JHSEZ, property management and administration concerns, etc.
5. There is a need to review the security risks inside the CHRA to enable the alignment of existing security- related plans and programs, enhance the internal risk management process, and develop a Comprehensive Security Plan.
6. The scope of services to be performed during by the **CONSULTANT** is beyond the function of the JHMC-SSD personnel; and
7. The engagement of a Consultant is within the purview of “Consultancy Services” enumerated in the Section 6.5, Annex “**B**” of the 2016 Revised Implementing Rules and Regulations (IRR) of R.A. 9184 particularly falling under Section 6.1. **Advisory and Review Services** stated this wise:

*“These services include advice on particular projects or problems. These will include advice on and review of, among others, planning, design and other professional services, as well as management, production, inspection, testing and quality control. They also include such services as appearances before commissions, boards, or other judicial bodies to give evidence or otherwise submit professional opinions.”*

## **II. OBJECTIVES**

The procurement aims to engage the services of an independent body/ individual capable of providing the necessary advice on and professional review of the current and pending security risks at Camp John Hay, Baguio City. The result of the study will be used as an input for the development of a long-term Comprehensive Security Plan of the JHMC.

## **III. APPROVED BUDGET FOR THE CONTRACT**

The approved budget for the procurement of the Consultancy Service as reflected in the CY 2018 Corporate Operating Budget is **Three Hundred Thirty Thousand Pesos (PhP330,000.00)**.

## **IV. PERIOD OF ENGAGEMENT**

The engagement of the **CONSULTANT** shall commence on 01 July 2018 (tentative) and terminates upon completion of the deliverables, subject to extension at the option of the JHMC.

It is understood that the Consultancy Services does not create employee-employee relation between the **CONSULTANT** and JHMC; and that the former is not entitled to any benefits enjoyed by the regular personnel of JHMC.

The **CONSULTANT** shall not assign the contract or sub-contract any portions of it without the consent of JHMC.

## **V. DUTIES AND RESPONSIBILITIES**

### **A. The CONSULTANT shall:**

1. Gather relevant safety and security data from key personnel of the JHMC, locators and other stakeholders inside the John Hay Special Economic Zone (JHSEZ) and John Hay Reservation Area (JHRA);
2. Prepare a risk management and evaluation report based on the relevant data gathered subject to the approval by the JHMC;
3. Submit the required documentation reports detailing the possible areas for improvement and recommendations to improve the security risk management processes of JHMC.
4. Provide inputs to the Security and Safety Department in the development of the Comprehensive Security Plan for the next five (5) years;

5. Provide the transportation and accommodation cost of their members, if applicable.

**B. The JHMC shall:**

1. Designate a counterpart support team who will work closely with the **CONSULTANT** regarding the technical and administrative requirements of the activities, including progress monitoring;
2. Provide logistical requirements during the meetings, meeting venues, equipment (LCD projector, laptops, etc.), supplies, reproduction of planning materials, and meals and snacks, *if necessary*;
3. Provide location guides during the data-gathering activities; and
4. Ensure availability and participation of key personnel such as the Board of Directors, President and CEO, Vice President and COO and other key personnel during the conduct of the data gathering, and other activities necessary to complete the objectives of the project

## **VI. REQUIREMENTS**

1. The **CONSULTANT** shall submit to JHMC the following:
  - a. Company Profile highlighting related projects with special tourism economic zones;
  - b. Scope of work and implementation methodology;
  - c. Mayor's/ Business Permit/ BIR Certificate of Registration, in lieu thereof;
  - d. PhilGEPs Registration Number;
  - e. Omnibus Sworn Statement; and/or
  - a. Professional License/ Curriculum Vitae.
2. All information reviewed and recorded by the **CONSULTANT** shall be treated in the strictest confidence at all times.
3. The **CONSULTANT** shall adhere to the agreed scope of services or deliverables as approved by **JHMC**. Changes in the agreed arrangements shall likewise be with the prior consent of JHMC.
4. The **CONSULTANT** shall provide full reports to JHMC (containing the approved details provided in Section V (Duties and Responsibilities) of this TOR.

## **VII. PAYMENT TERMS**

The **CONSULTANT** shall be paid the amount of **Three Hundred Thirty Thousand Pesos (PhP 330,000.00)**, inclusive of applicable taxes. **Thirty percent (30%)** of the

total contract price shall be paid within ten (10) working days from the signing of the contract and JHMC's acceptance of the inception report. The remaining **Seventy Percent (70%)** shall be paid within ten (10) working days upon JHMC's acceptance of the final report submitted by the **CONSULTANT**.

<b>Payment Schedule</b>	<b>Output Required for the Payment</b>	<b>Amount</b>
Ten (10) working days after the signing of the Contract	Inception Report	100,000.00
Ten (10) working days after JHMC's acceptance of the Consultant's Final Report	Risk Management and Evaluation Report	230,000.00
	Final Report containing recommendation to be considered in the development of the JHMC Comprehensive Security Plan.	
<b>TOTAL</b>		<b>330,000.00</b>

#### **VIII. EXPECTED OUTPUTS**

The **CONSULTANT** shall undertake the following services with the corresponding expected output:

<b>Activity</b>	<b>Outputs</b>
1. Pre- Assessment and Data Gathering; and	<ul style="list-style-type: none"> <li>• Inception Report</li> </ul>
2. Drafting and Analysis of the data gathered.	<ul style="list-style-type: none"> <li>• Risk Management and Evaluation Report.</li> <li>• Final Report containing the recommended areas to be considered in the development of the JHMC Comprehensive Security Plan.</li> </ul>

#### **IX. CONTRACT TERM**

The Contract shall remain in force and effect upon signing of the contract until the full delivery of the requirements and acceptance by the JHMC, subject to extension should the need be determined.

**X. MODE OF PROCUREMENT**

The mode of procurement for the consulting services shall be through Negotiated Procurement- Small Value Procurement.