

## BID BULLETIN NO. 01

### PROCUREMENT OF SECURITY SERVICES FOR THE JOHN HAY SPECIAL ECONOMIC ZONE (AOR 1) AND JOHN HAY RESERVATION AREA (AOR 2)

21 November 2022

This Bid Bulletin is being issued in response to the queries, issues and concerns raised during the Pre-bid Conference held last 17 November 2022 at the Bell House Conference Room. The following clarifications, modifications, and additional items shall form an integral part of the Bidding Documents:

#### **I. QUESTIONS/CONCERNS RAISED DURING PRE-BID CONFERENCE**

##### **1. Section VII of the Bidding Documents: Technical Specifications, Scope Of Services**

Item	Changes	
	From	To
<i>Pages 3-5</i> Section 3 of the Scope of Services (SOS)	Double Entry in the disposition of guards at the Main Gate and Gate 2 (CAP)  <b><u>As posted:</u></b> CJH gates Main Gate           5       4 Gate 2 (CAP)       2       1 Old gate Nevada   1       1 BCC Gate 4         4       3 VOA Gate           1       1 JHMC Gate          1       1 <b><i>CJH Gates</i></b> <b><i>Main Gate           5       4</i></b> <b><i>Gate 2 (CAP)       2       1</i></b>	This is deleted due to double entry.  As stated in the Scope of Services (SOS), the 11 members of the Command Group are included in the total number of guards equivalent to 105.  <b><u>As corrected:</u></b> CJH gates Main Gate           5       4 Gate 2 (CAP)       2       1 Old gate Nevada   1       1 BCC Gate 4         4       3 VOA Gate           1       1 JHMC Gate          1       1
<i>Page 9</i> Section 6.24 of the SOS	Be able to provide a licensed K9 unit in cases of threats to national security upon request by JHMC-SSD;	Be able to provide, upon request by JHMC-SSD, a licensed K9 unit in cases of threats to national security at no additional cost to JHMC;

<p>Page 12</p> <p>Wage Security. Section 13.1.</p>	<p>To answer for wages due the security officer or guards should the SA fail to pay the same, the SA shall post a wage security in favor of JHMC in an amount equivalent to two (2) months of labor cost of their personnel in their respective AOR 1</p>	<p>The winning bidder shall post a wage security to answer for wages due the security officer and guards. It must be valid for the duration of the contract, which shall be equivalent to two (2) months of labor cost based on JHMC's computation. It shall be in any of the following forms:</p> <p>a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank;</p> <p>b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank. Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p>c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p> <p>d) Any combination of the foregoing. Proportionate to share of form with respect to total amount of wage security.</p>
--	---	--

## 2. Query on the 20% Administrative Fee

- a. Applicability of Section 9 of R.A. No. 11917 otherwise known as "The Private Security Services Industry Act" which mandates that the minimum administrative fee that Private Security Agencies (PSAs) may charge to its clients shall not be less than twenty percent (20%) of the total contract cost, to wit:

**Section 9. Administrative Fee of PSAs.** — *The minimum administrative fee that may be charged by PSAs to its clients shall not be less than twenty percent (20%) of the total contract cost, subject to adjustment by the Department of Labor and Employment: Provided, That additional fees shall be charged for the acquisition and maintenance of extraneous tools and equipment used for security operation by the agency or required by the clients and for the continuous deployment of PSPs in hazardous conditions.*

While JHMC recognizes the recent approval of R.A. 11917, JHMC as a government-owned-and-controlled-corporation (GOCC) must comply with R.A. 9184 otherwise known as the “The Government Procurement Reform Act” which governs all procurement activities of government agencies such as JHMC.

b. The Government Procurement Policy Board (GPPB), which is the lead agency in the implementation of R.A. 9184, has already clarified in its previously issued GPPB *Policy Matter Opinion No. 03-2012 dated 30 November 2012* that:

*“It is a settled rule that administrative agencies possess quasi-legislative or rule-making powers to make rules and regulations which results in delegated legislation that is within the confines of the granting statute and the doctrine of non-delegability and separability of powers. However, administrative agencies may not make rules and regulations which are inconsistent with the provisions of the Constitution or a statute, particularly the statute it is administering or which created it, or which are in derogation of, or defeat, the purpose of a statute, and in case of conflict between a statute and an administrative order, the former must prevail.*

**Considering the obvious conflict between Section 31 of RA 9184 and Section 9(b)(ii) of DOLE DO 18-A, we express the view that the latter should be considered INVALID, and thus, cannot be a source of any right duty, obligation or power.**

c. Moreover, when DOLE issued Department Order No. 18-A1 dated 14 November 2011, Section 9(b)(ii) which imposed the standard administrative fee of not less than ten percent (10%) of the total contract cost in the Service Agreement between the principal and the contractor, the GPPB in its Resolution No. 14-2012 dated 01 July 2012 and GPPB Circular 04-2015 dated 30 April 2015, GPPB expressed that:

x x x, hereby RESOLVE to confirm, affirm, and approve, as WE hereby confirm, affirm, and approve, the issuance of a Policy Matter Opinion expressing the position that the GPPB could not support the dissemination of DOLE DO No. 18-A in its entirety as its Section 9(b)(ii) is violative of Article IX, Section 31 of RA 9184 and its IRR.

x x x As explained in the previous GPPB Policy Matter (PM) Opinions, the 10% administrative fee provided for under Section of DO 18-A is a percentage rate that has for its effect the fixing of a floor price imposed on all service agreements. The said 10% administrative fee is a direct contravention of Article IX, Section 31 of RA 9184 which provides that "there shall be no lower limit to the amount of the award". Hence, the

**position of the Board that Section of DOLE DO No. IS-A is violative of RA 9184 and its revised IRR remains.**

d. Based on the foregoing GPPB resolutions and circulars, this means that there is no fixed floor price on administrative fee. The bidders can indicate any amount as long as they do not exceed the ABC after ensuring that the salaries and benefits due the security guards under applicable laws, i.e. Philhealth, SSS, Pag-IBIG, etc., are complied with.

Indeed, the objective of “Public bidding” as a method of government procurement, is to promote the principles of transparency, competitiveness, simplicity, and accountability. By its very nature and characteristic, a competitive public bidding aims to protect the public interest by giving the public the best possible advantages through open competition whereby bidders can indicate any amount within the ABC.

e. **JHMC would like to clarify that bidders can submit any bid regardless of the percentage of the administrative fee as long as their bid will be within the ABC and will comply with the requirements of JHMC as stated in the bid documents.**

## **II. CORRECTION AND ADDITIONAL INSTRUCTION**

### **1. Bidding Documents, Section VII Technical Specifications, Scope Of Services**

Item	Changes	
	From	To
Page 10. Section 6.32	Monitor unusual incidents and submit a comprehensive report within twenty-four (24) hours to JHMC-SSD of cases or incidents arising from item 6.1 to 6.30. Spot reports shall be submitted ASAP by duty officers Cc: Security Agency office.	Monitor unusual incidents and submit a comprehensive report within twenty-four (24) hours to JHMC-SSD of cases or incidents arising from item 6.1 to 6.31. Spot reports for incidents requiring immediate actions shall be submitted ASAP by duty officers Cc: Private Security Agency office.
Page 10. Section 6.33	No Section 6.33	Additional Section Ensure that all guards to be deployed by the Private Security Agency (PSA) in the JHMC AOR have acquired the necessary training prescribed by JHMC and other forms as necessary;
Page 11. Section 11.2	The SA shall be responsible for the disposition of administrative offenses and/or other acts or omissions	The <b>PSA</b> shall be responsible for the disposition of administrative offenses and/or other acts or omissions

	committed by the guards in accordance with its Table of Offenses and corresponding punishment provided thereon.	committed by the guards in accordance with its Table of Offenses and corresponding punishment provided thereon. In this regard, the PSA shall submit a copy of their Agency's Handbook/Manual containing among others, penalties for guard offenses to JHMC SSD as basis for monitoring and disposition of guard offenses;
<i>Page 11.</i> Section 11.4	JHMC reserves the right to require the replacement of any security guard whose performance and conduct is found to be unsatisfactory, or whose actions are considered prejudicial to JHMC's interest. Failure of the SA to take the necessary action within forty-eight (48) hours from written notice by JHMC shall be cause for the termination of its agreement for security services with JHMC.	JHMC reserves the right to require the replacement of any security guard or security officer whose performance and conduct is found to be unsatisfactory, or whose actions are considered prejudicial to JHMC's interest. Failure of the PSA to take the necessary action within forty-eight (48) hours from written notice by JHMC shall be cause for the termination of its agreement for security services with JHMC.
<i>Page 21</i> Offense no. 12. Table of Offenses.	Posting of guard on straight Duty (3 consecutive duties)  Deduction of 1,000.00 from the billing of SA per guard posted on 3 consecutive details	Posting of guard on straight Duty (extended duty beyond 12 hours)  Deduction of the computed daily wage of guard from the billing of the SA.
<i>Page 28</i> Performance evaluation	Provision for Equipment, Vehicles and Additional Services (Refer to annex B of TOR) (7%)	Provision for Equipment, Vehicles and Additional Services (Refer to annex B of the Scope of Services (SOS) (7%)
<i>Page 28</i> Performance evaluation (rating)	A. Operational Proficiency (60%) C. Administrative Efficiency (15%) D. Compliance to Other Provisions of the Security Contract (25%)	A. Operational Proficiency (60%) B. Administrative Efficiency (20%) C. Compliance to Other Provisions of the Security Contract (20%)
Bidding Documents and SOS	Use of "Security Agency (SA)"	Shall be revised as "Private Security Agency (PSA)"

## 2. Section VIII of the Bidding Documents: Checklist of Technical and Financial Documents

Under the FINANCIAL COMPONENT ENVELOPE:

(b) Original of duly signed and accomplished Price Schedule(s) using the provided form (Bidder's Estimate)

Additional requirements

- **Price Schedule A attached as Annex “A”: 12-Hour Estimate for AOR 1;**
- **Price Schedule B attached as Annex “B”: 12-Hour Estimate for AOR 2; and**
- **Price Schedule C attached as Annex “C”: 8-Hour Estimate for AOR 2.**

Note: The computations for the Amount to Guard and Government shall not be altered.  
Only the Administrative Fee shall be filled-up by the prospective PSA bidders.

Also attached as **Annex “D”** is the **Updated Scope of Services (SOS)**.

**For your information. Thank You.**

**(SGD.) Engr. BOBBY V. AKIA**  
Vice-BAC Chairperson  
Presiding Officer

**Annex “A”**

	NAME OF BIDDER		1st Shift	2nd Shift
	BIDDER'S ESTIMATE		7AM - 7PM	7PM- 7AM
	(AOR 1-12 Hours)		Minimum Wage Rate (MWR)	
			400	400
<b>1</b>	<b>ESTIMATED EQUIVALENT MONTHLY RATE = EEMR (FACTOR= 394.4 days)</b>			
1.1	Ordinary working days: (297 x MWR)	297	118,800.00	118,800.00
1.2	Regular holidays: (12 x 200% x MWR)	24	9,600.00	9,600.00
1.3	Rest days: (52 x 130% x MWR)	67.6	27,040.00	27,040.00
1.4	Special days: (6 x 130% x MWR)	5.2	2,080.00	2,080.00
	Annual Total	393.8	157,520.00	157,520.00
	<b>Total Equivalent Monthly Rate</b>		<b>13,126.67</b>	<b>13,126.67</b>
<b>2</b>	<b>OVERTIME (OT)</b>			
2.1	Ordinary working days: ((MWR/8) x 125% x 297 x 4 )		74,250.00	74,250.00
2.2	Regular Holidays: ((MWR/8) x 260% x 12 x 4)		6,240.00	6,240.00
2.3	Rest Days: ((MWR/8) x 130% x 130% x 52 x 4)		17,576.00	17,576.00
2.4	Special Days: ((MWR/8) x 130% x 130% x 6 x 4)		2,028.00	2,028.00
	Total Equivalent Annual Overtime Pay		100,094.00	100,094.00
	<b>Total Equivalent Monthly Overtime Pay</b>		<b>8,341.17</b>	<b>8,341.17</b>
<b>3</b>	<b>NIGHT SHIFT DIFFERENTIAL (NSD)</b>			
3.1	Ordinary working days: ((MWR/8) x 10% x 297 x 8 )		-	11,880.00
3.2	Regular Holidays: ((MWR/8) x 100% x 12 x 8)		-	4,800.00
3.3	Rest Days: ((MWR/8) x 43% x 52 x 8 )		-	8,944.00
3.4	Special Day: ((MWR/8) x 43% x 6 x 8)		-	1,032.00
	Total Equivalent Monthly Night Shift Differential Pay		-	2,221.33
	<b>TOTAL EQUIVALENT MONTHLY RATE (MWR + OT + NSD)</b>		<b>21,467.83</b>	<b>23,689.17</b>
4	13th MONTH PAY PER MONTH: (MWR x 365/12)/12		1,013.89	1,013.89
5	5-DAY SERVICE INCENTIVE LEAVE PAY PER MONTH (MWR x 5/12)		166.67	166.67
6	UNIFORM ALLOWANCE (Per R-IV-4, RA 5487)*		250.00	250.00
7	RETIREMENT BENEFIT PER MONTH (MWR x 22.5 / 12)		750.00	750.00
<b>A</b>	<b>TOTAL MONTHLY AMOUNT DIRECTLY TO GUARDS, INCLUDING UNIFORM ALLOWANCE &amp; RETIREMENT PAY</b>		<b>23,648.39</b>	<b>25,869.73</b>
	<b>Amount to Government in favor of GUARDS</b>			
8	SSS Premiums-Employer Share		1,700.00	1,700.00
9	SSS EC-Employer Share		30.00	30.00
10	SSS Provident Fund		127.50	297.50
11	PHILHEALTH-Employer Share		262.53	262.53
12	SIF-Employer's Share		30.00	30.00
13	PAG-IBIG-employer Share		100.00	100.00
<b>B</b>	<b>Total Amount to Gov't. in favor of Guards (8+9+10+11+12)</b>		<b>2,250.03</b>	<b>2,420.03</b>
<b>C</b>	<b>Total Amount Directly to Guards and to Government in favor of the Guards (A + B)</b>		<b>25,898.42</b>	<b>28,289.76</b>
<b>D</b>	<b>REQUIRED NUMBER OF GUARDS</b>		<b>34</b>	<b>26</b>
<b>E</b>	<b>AMOUNT DUE TO GUARDS AND GOVERNMENT (Per Shift)</b>		<b>880,546.39</b>	<b>735,533.67</b>
<b>F</b>	<b>DURATION (in Months)</b>			<b>12</b>
<b>G</b>	<b>TOTAL AMOUNT DUE TO GUARDS AND GOVERNMENT</b>			<b>19,392,960.80</b>
<b>H</b>	<b>ADMINISTRATIVE FEE</b>			<b>-</b>
<b>I</b>	<b>VAT</b>	12%		<b>-</b>
<b>J</b>	<b>Bid Estimate</b>			

## Annex “B”

	NAME OF BIDDER		1st Shift	2nd Shift
	BIDDER'S ESTIMATE		7AM - 7PM	7PM- 7AM
	(AOR 2-12 Hours)		Minimum Wage Rate (MWR)	
			400	400
<b>1</b>	<b>ESTIMATED EQUIVALENT MONTHLY RATE = EEMR (FACTOR= 394.4 days)</b>			
1.1	Ordinary working days: (297 x MWR)	297	118,800.00	118,800.00
1.2	Regular holidays: (12 x 200% x MWR)	24	9,600.00	9,600.00
1.3	Rest days: (52 x 130% x MWR)	67.6	27,040.00	27,040.00
1.4	Special days: (6 x 130% x MWR)	5.2	2,080.00	2,080.00
	Annual Total	393.8	157,520.00	157,520.00
	<b>Total Equivalent Monthly Rate</b>		<b>13,126.67</b>	<b>13,126.67</b>
<b>2</b>	<b>OVERTIME (OT)</b>			
2.1	Ordinary working days: ((MWR/8) x 125% x 297 x 4 )		74,250.00	74,250.00
2.2	Regular Holidays: ((MWR/8) x 260% x 12 x 4 )		6,240.00	6,240.00
2.3	Rest Days: ((MWR/8) x 130% x 130% x 52 x 4 )		17,576.00	17,576.00
2.4	Special Days: ((MWR/8) x 130% x 130% x 6 x 4 )		2,028.00	2,028.00
	Total Equivalent Annual Overtime Pay		100,094.00	100,094.00
	<b>Total Equivalent Monthly Overtime Pay</b>		<b>8,341.17</b>	<b>8,341.17</b>
<b>3</b>	<b>NIGHT SHIFT DIFFERENTIAL (NSD)</b>			
3.1	Ordinary working days: ((MWR/8) x 10% x 297 x 8 )		-	11,880.00
3.2	Regular Holidays: ((MWR/8) x 100% x 12 x 8 )		-	4,800.00
3.3	Rest Days: ((MWR/8) x 43% x 52 x 8 )		-	8,944.00
3.4	Special Day: ((MWR/8) x 43% x 6 x 8 )		-	1,032.00
	<b>Total Equivalent Monthly Night Shift Differential Pay</b>		-	<b>2,221.33</b>
	<b>TOTAL EQUIVALENT MONTHLY RATE (MWR + OT + NSD)</b>		<b>21,467.83</b>	<b>23,689.17</b>
4	13th MONTH PAY PER MONTH: (MWR x 365/12)/12		1,013.89	1,013.89
5	5-DAY SERVICE INCENTIVE LEAVE PAY PER MONTH (MWR x 5/12)		166.67	166.67
6	UNIFORM ALLOWANCE (Per R-IV-4, RA 5487)*		250.00	250.00
7	RETIREMENT BENEFIT PER MONTH (MWR x 22.5 / 12)		750.00	750.00
<b>A</b>	<b>TOTAL MONTHLY AMOUNT DIRECTLY TO GUARDS, INCLUDING UNIFORM ALLOWANCE &amp; RETIREMENT PAY</b>		<b>23,648.39</b>	<b>25,869.73</b>
	<b>Amount to Government in favor of GUARDS</b>			
8	SSS Premiums-Employer Share		1,700.00	1,700.00
9	SSS EC-Employer Share		30.00	30.00
10	SSS Provident Fund		127.50	297.50
11	PHILHEALTH-Employer Share		262.53	262.53
12	SIF-Employer's Share		30.00	30.00
13	PAG-IBIG-employer Share		100.00	100.00
<b>B</b>	<b>Total Amount to Gov't. in favor of Guards (8+9+10+11+12)</b>		<b>2,250.03</b>	<b>2,420.03</b>
<b>C</b>	<b>Total Amount Directly to Guards and to Government in favor of the Guards (A + B)</b>		<b>25,898.42</b>	<b>28,289.76</b>
<b>D</b>	<b>REQUIRED NUMBER OF GUARDS</b>		<b>19</b>	<b>11</b>
<b>E</b>	<b>AMOUNT DUE TO GUARDS AND GOVERNMENT (Per Shift)</b>		<b>492,070.04</b>	<b>311,187.32</b>
<b>F</b>	<b>DURATION (in Months)</b>			<b>12</b>
<b>G</b>	<b>TOTAL AMOUNT DUE TO GUARDS AND GOVERNMENT</b>			<b>9,639,088.40</b>
<b>H</b>	<b>ADMINISTRATIVE FEE</b>			-
<b>I</b>	<b>VAT</b>	12%		-
<b>J</b>	<b>Bid Estimate</b>			



## Annex "C"

	NAME OF BIDDER		1st Shift	2nd Shift	3rd Shift
	BIDDER'S ESTIMATE		6AM - 2PM	2PM- 10PM	10PM- 6AM
	(AOR 2-8 Hours)		Minimum Wage Rate (MWR)		
			400	400	400
<b>1</b>	<b>ESTIMATED EQUIVALENT MONTHLY RATE = EEMR (FACTOR= 394.4 days)</b>				
1.1	Ordinary working days: (297 x MWR)	297	118,800.00	118,800.00	118,800.00
1.2	Regular holidays: (12 x 200% x MWR)	24	9,600.00	9,600.00	9,600.00
1.3	Rest days: (52 x 130% x MWR)	67.6	27,040.00	27,040.00	27,040.00
1.4	Special days: (6 x 130% x MWR)	5.2	2,080.00	2,080.00	2,080.00
	Annual Total	393.8	157,520.00	157,520.00	157,520.00
	<b>Total Equivalent Monthly Rate</b>		<b>13,126.67</b>	<b>13,126.67</b>	<b>13,126.67</b>
<b>2</b>	<b>OVERTIME (OT)</b>				
2.1	Ordinary working days: ((MWR/8) x 125% x 297 x 4 )		-	-	-
2.2	Regular Holidays: ((MWR/8) x 260% x 12 x 4)		-	-	-
2.3	Rest Days: ((MWR/8) x 130% x 130% x 52 x 4)		-	-	-
2.4	Special Days: ((MWR/8) x 130% x 130% x 6 x 4)		-	-	-
	Total Equivalent Annual Overtime Pay		-	-	-
	<b>Total Equivalent Monthly Overtime Pay</b>		<b>-</b>	<b>-</b>	<b>-</b>
<b>3</b>	<b>NIGHT SHIFT DIFFERENTIAL (NSD)</b>				
3.1	Ordinary working days: ((MWR/8) x 10% x 297 x 8 )		-	-	11,880.00
3.2	Regular Holidays: ((MWR/8) x 100% x 12 x 8)		-	-	4,800.00
3.3	Rest Days: ((MWR/8) x 43% x 52 x 8 )		-	-	8,944.00
3.4	Special Day: ((MWR/8) x 43% x 6 x 8)		-	-	1,032.00
	<b>Total Equivalent Monthly Night Shift Differential Pay</b>		<b>-</b>	<b>-</b>	<b>2,221.33</b>
	<b>TOTAL EQUIVALENT MONTHLY RATE (MWR + OT + NSD)</b>		<b>13,126.67</b>	<b>13,126.67</b>	<b>15,348.00</b>
4	13th MONTH PAY PER MONTH: (MWR x 365/12)/12		1,013.89	1,013.89	1,013.89
5	5-DAY SERVICE INCENTIVE LEAVE PAY PER MONTH (MWR x 5/12)		166.67	166.67	166.67
6	UNIFORM ALLOWANCE (Per R-IV-4, RA 5487)*		250.00	250.00	250.00
7	RETIREMENT BENEFIT PER MONTH (MWR x 22.5 / 12)		750.00	750.00	750.00
<b>A</b>	<b>TOTAL MONTHLY AMOUNT DIRECTLY TO GUARDS, INCLUDING UNIFORM ALLOWANCE &amp; RETIREMENT PAY</b>		<b>15,307.23</b>	<b>15,307.23</b>	<b>17,528.56</b>
	<b>Amount to Government in favor of GUARDS</b>				
8	SSS Premiums-Employer Share		1,105.00	1,105.00	1,317.50
9	SSS EC-Employer Share		10.00	10.00	30.00
10	SSS Provident Fund		-	-	-
11	PHILHEALTH-Employer Share		262.53	262.53	262.53
12	SIF-Employer's Share		30.00	30.00	30.00
13	PAG-IBIG-employer Share		100.00	100.00	100.00
<b>B</b>	<b>Total Amount to Gov't. in favor of Guards (8+9+10+11+12)</b>		<b>1,507.53</b>	<b>1,507.53</b>	<b>1,740.03</b>
<b>C</b>	<b>Total Amount Directly to Guards and to Government in favor of the Guards (A + B)</b>		<b>16,814.76</b>	<b>16,814.76</b>	<b>19,268.59</b>
<b>D</b>	<b>REQUIRED NUMBER OF GUARDS</b>		<b>5</b>	<b>5</b>	<b>5</b>
<b>E</b>	<b>AMOUNT DUE TO GUARDS AND GOVERNMENT (Per Shift)</b>		<b>84,073.78</b>	<b>84,073.78</b>	<b>96,342.95</b>
<b>F</b>	<b>DURATION (in Months)</b>				<b>12</b>
<b>G</b>	<b>TOTAL AMOUNT DUE TO GUARDS AND GOVERNMENT</b>				<b>3,173,886.20</b>
<b>H</b>	<b>ADMINISTRATIVE FEE</b>				<b>-</b>
<b>I</b>	<b>VAT</b>	12%			<b>-</b>
<b>J</b>	<b>Bid Estimate</b>				

# **SCOPE OF SERVICES (SOS)**

## **Security Services for the John Hay Special Economic Zone (AOR 1) and John Hay Reservation Area (AOR 2)**

### **I. INTRODUCTION:**

Camp John Hay, a former U.S. military base, was turned over to the Philippine Government after the termination of the RP - U.S. MBA in July 1991. Republic Act Nr. 7227 was issued in 1991 creating the Bases Conversion Development Authority (BCDA) to “accelerate the sound and balanced conversion into alternative productive uses of the Clark and Subic military reservations and their extensions (John Hay Station, Wallace Air Station, O’Donnell Transmitter Station, San Miguel Naval Communications Station, and Capas Relay Station),” and “to raise funds by the sale of portions of Metro Manila military camps.”

Executive Order Nr 103 dated October 07, 1993 was issued creating the John Hay Development Corporation (JHDC) and subsequently, Executive Order 31, was issued renaming the JHDC as John Hay Poro Point Development Corporation or (JPDC).

Executive Order 132 series of 2002 was issued creating Poro Point Management Corporation (PPMC) as the implementing arm of BCDA over the Poro Point Special Economic and Free Port Zone thereby separating and renaming JPDC as John Hay Management Corporation (JHMC).

In October 1996, portions of Camp John Hay was designated as the John Hay Special Economic Zone (JHSEZ) by virtue of Presidential Proclamation 420. It was then leased to a private developer, CJH Development Corporation (CJHDevco). Other major locators in the Leased Area are the AYALA Corporation, Le Monet and Inbound Pacific Inc.

JHMC, as a Government - Owned and Controlled Corporation (GOCC), is the estate manager, regulatory body and implementing arm of the Bases Conversion and Development Authority (BCDA) to oversee development programs and the implementation of the Special Economic Zone Implementing Rules & Regulations (JHSEZIRR) over Camp John Hay.

With this prevailing state and the tasks required, JHMC intends to procure the services of a Security Agency capable and experienced in providing the necessary security and

safety services to secure and protect BCDA and JHMC properties, personnel, guests, clients, VIPs including other business interests in Camp John Hay.

Apart from the security and safety services to be rendered, the Security Agency will be tasked to enforce the John Hay Special Economic Zone Implementing Rules & Regulations (JHSEZ IRR), Presidential Decree Nr 705 “ otherwise known as the Revised Forestry Code” in the John Hay Reservation Area (JHRA) and other related JHMC Policies, Rules & Regulations.

## II. AREA OF RESPONSIBILITY

This Scope of Services shall apply to areas in Camp John Hay which are under the jurisdiction of BCDA / JHMC subdivided into two major areas of operation (AO) namely;

1. Special Economic Zone (JHSEZ) with an Area of (3,018,602) square meters (301.8602) hectares excluding areas occupied by CJHDevCo and subsidiaries (CJHManor, Forest Lodge and CJH Golf Leisure), Le Monet and Ayala Techno - Hub covering two hundred forty-six and 7/10 (246.7) hectares and;
2. The John Hay Reservation Area (JHRA) with an area of (3,240,000) square meters or 324 hectares outside the JHSEZ.
3. Geographical boundaries

The JHSEZ is bounded on the north by the South Drive, to the east and west by the John Hay Reservation Area (JHRA) and to the South by Barangay Loakan Proper, Baguio City. The area is a commercial and tourist center within a forested area covered by pine trees and other natural vegetation.

The developer of the Leased Area, CJHDevco and its other major locators have their own security system in their respective Area of Responsibility (AOR). All other areas outside of the Leased Area and those occupied by other locators are secured by JHMC.

JHMC has full operational control of the security and safety operations in the JHRA.

Maps of the JHSEZ and JHRA are hereby attached as ***Annex “A”***.

## III. AREAS TO BE SECURED AND MANPOWER REQUIREMENTS

The following areas and facilities to be secured and the following manpower requirement as follows:

### 3.1. JHSEZ

JHSEZ	1 <sup>st</sup> Shift 0700H-1900H	2 <sup>nd</sup> Shift 1900H-0700H
Command Group		

Detachment Commander (DC)	1	
Assistant DC		1
Shifts-in-Charge	1	1
Base Radio Operator	1	1
VIP Security	3	
SEZ Patrol	1	1

<b>CJH gates</b>		
Main Gate	5	4
Gate 2 (CAP)	2	1
Old gate Nevada	1	1
BCC Gate 4	4	3
VOA Gate	1	1
JHMC Gate	1	1
<b>Facilities</b>		
JHMC Carport (Motorpool)	1	1
JHMC Office Building	2	1
BCDA Cottages (663 & 664)	1	1
VOA Log Cabins (3, 5, 9, and 20)	2	2
Customs Clearance Area (CCA)	1	1
CCA Entrance	1	1
Bell House	1	1
Historical Core	2	1
JHMC Warehouse	1	1
Block 12, Scout Barrio	1	1
<b>Subtotal</b>	<b>34</b>	<b>26</b>

Total Number of Guards: 60 guards @ 12-hour shift or 720 number of hours to be rendered daily

### 3.2 JHRA

<b>JHRA</b>	<b>1<sup>st</sup> Shift 0700H-1900H</b>	<b>2<sup>nd</sup> Shift 1900H-0700H</b>
<b>Command Group</b>		
Shifts-in-Charge	1	1
<b>Control Points</b>		
Control Point 1 (BCCV)	2	2
Control Point 2 (Kadaklan)	2	2
Control point 3 (Loakan Pidawan)	2	2
Control Point 4 (Greenwater Village)	1	1
Control Point 5	2	2

(Purok 1, Loakan Liwanag)		
Control Point 6, Backdoor,Loakan Liwanag	1	1
<b>Forest Patrols</b>		
Patrol 1	2	
Patrol 2	2	
Patrol 3	2	
Patrol 4	2	
<b>Subtotal</b>	<b>19</b>	<b>11</b>

### 3.2. EIGHT (8)-HOUR SHIFT

<b>Ranger Stations</b>			
	<b>1<sup>st</sup> Shift</b>	<b>2<sup>nd</sup> shift</b>	<b>3<sup>rd</sup> shift</b>
Ranger Station 1 (Happy Hollow)	1	1	1
Ranger Station 2 (VOA)	1	1	1
Ranger Station 3 (Dagsian)	1	1	1
Ranger Station 4 (Hillside	1	1	1
Ranger Station 6 (Camp 6)	1	1	1
	<b>5</b>	<b>5</b>	<b>5</b>

- Thirty (30) guards @ twelve (12)-hour shift and fifteen (15) guards @ eight (8)-hour shift or a total four hundred eighty (480) hours to be rendered daily
- Total guards = 60 + 30 + 15 = **105 guards**

## IV. QUALIFICATIONS OF THE SECURITY AGENCY (SA) AND OTHER REQUIREMENTS

- The SA must have a valid license to operate (LTO) issued by PNP-CSG-SOSIA and with at least 5 years' experience in providing security services *(preferably an economic zone and/or forest areas similar to the JHMC AOR with a deployment equal and/or at least above the prescribed JHMC deployment)*;
- Must be a member of private security agency associations recognized by PNP-CSG-SOSIA;
- No pending cases/violations of labor laws during the time of bidding issued by National Labor Relations Commission (NLRC) and Department of Labor and Employment (DOLE) with an up-to-date government mandated benefits remittance such as PAGIBIG, PhilHealth and SSS with certifications from said agencies;
- Must have substantial capital and equipment or machineries for JHMC operations;
- Has not been a security provider or a current security provider of a company or juridical entity with whom JHMC have past or existing legal case/conflict; and

- f) For an agency who had provided security services in the past or is currently providing security services to JHMC or BCDA, said agency must have a SATISFACTORY performance record as of its last or latest Performance Evaluation.

## **V. QUALIFICATION OF SECURITY OFFICERS AND GUARDS**

Security Officers and Guards to be deployed in the AOR 1 shall have the following qualifications:

### **5.1. SECURITY OFFICERS**

*(Detachment Commander/Assistant Detachment Commander and Shifts-in-Charge)*

- a) At least 25 years old but not more than 56 years old with discretion from SSD upon evaluation if more than 56 years old;
- b) Filipino citizen and preferably a resident of BLISTT (Baguio City, La Trinidad, Itogon, Sablan, Tuba, or Tublay);
- c) Holder of a Baccalaureate Degree in Criminology and/or security related courses or a former member of the Military or Police Force (*copy of honorable discharge order duly authenticated by competent authorities must be submitted*).
- d) Have at least been a Detachment Commander, Assistant Detachment Commander/SIC or Platoon Leader, First Sergeant or Chief of Office);
- e) Graduated from a Security and Safety Officer Training Course or its equivalent with a corresponding Security/Safety Officer License;
- f) With three (3) years of experience as a Security/Safety officer/supervisor or two (2) years of experience in military or police service commanding a platoon size unit or Chief of Office;
- g) Must at least have a valid Driver's License for two (2) and four (4) wheeled vehicle;
- h) Computer literate, proficient in written and oral communications, and with good public relations;
- i) Preferably with added qualifications/skills on VIP security, investigation, and intelligence. With basic training on first aid and safety procedures;
- j) Must secure clearances from Barangay, PNP, NBI and local courts;
- k) Of good moral character and reputation, courteous, disciplined, alert and without any criminal record;
- l) Must be physically and mentally fit; and
- m) Must pass the neuro-psychiatric examination and drug tests administered by a Department of Health (DOH) accredited testing center.

### **5.2. SECURITY GUARDS**

- a. At least 22 years old but not more than 50 years old with discretion from SSD upon evaluation if more than 50 years old;
- b. High school graduate with average oral or written communications skills;
- c. Of good moral character and reputation, courteous, disciplined, alert and without any criminal record;
- d. Must be physically and mentally fit; must pass the JHMC SSD physical fitness and written diagnostic tests;
- e. A Filipino citizen and preferably a resident of BLISTT (Baguio City, La Trinidad, Itogon, Sablan, Tuba, or Tublay);

- f. Must pass the annual neuro-psychiatric examination and drug tests administered by a Department of Health (DOH) accredited testing center;
- g. Must possess a valid security guard license and clearances from Barangay, NBI, PNP and local courts;
- h. Has undergone security/safety-related training course or its equivalent aside from the pre-licensing training certified by a PNP SOSIA accredited training center;
- i. With at least one (1) year experience as a security guard or company guard.

### **5.3. PERSONNEL PROFILE**

The SA shall submit their security officers' and guards' complete profile (201 Files) with attached supporting documents and the Roster of Guards to be deployed in the JHMC detachment for review and approval by JHMC Security & Safety Department prior to deployment.

All new guard applicants in succeeding deployments must present their 201 Files to the SSD for evaluation. No guards shall be deployed by the contracted Agency without prior approval by SSD.

The SA shall ensure that said documents are updated every six months or as necessary.

## **VI. DUTIES AND RESPONSIBILITIES OF THE SECURITY AGENCY**

The SA shall undertake the following activities and responsibilities, to wit:

- 6.1. Secure all BCDA and JHMC assets against all forms of criminal acts punishable by Law i.e, theft, robbery, arson, sabotage, acts of terrorism, etc.;
- 6.2. Secure, protect, and guard BCDA/JHMC officers, employees, and visitors from assault, harassment, threat, or intimidation.
- 6.3. Conduct investigation and intelligence as directed by JHMC SSD;
- 6.4. Prevent the intrusion of informal settlers or entry of materials for construction or renovation of structures in AOR 1 and AOR 2 without permit/s from JHMC;
- 6.5. Stop newly detected or ongoing construction activities without permit from JHMC;
- 6.6. Effect immediate demolition or removal of illegal structures covered by BCDA titled properties in accordance to applicable laws;
- 6.7. Prevent the entry and exit of undocumented articles (local/imported) as provided in CAO 2-98 and enforce other applicable Rules and Regulations inside the JHSEZ;
- 6.8. Prevent illegal tree cutting and/or infliction of damage/injury to all live trees such as but not limited to, chopping, girdling, driving of nails and other metals, wrapping of wires/cables, burning, dumping of rocks, soils, solid

and liquid toxic wastes on the base of the trees including pruning without permit;

- 6.9. Secure fallen/uprooted and typhoon-damaged trees and assist in the retrieval of the same by concerned department for safekeeping and proper disposition;
- 6.10. To organize/employ a duly DENR deputized guard force to fully exercise their authority and responsibility as DENROs as stipulated in their Special Order issued by DENR-CAR Regional Director in coordination with JHMC;
- 6.11. Immediately respond to forest fires to prevent its spread and ensure its full suppression. Investigate its causes and propose measures and strategies to JHMC to significantly lessen, if not prevent, similar occurrences from happening in the future;
- 6.12. Monitor and assist in the apprehension of “smoke-belching” vehicles and “Anti - Smoking” violators within the JHSEZ pursuant to RA 8749 otherwise known as “Clean Air Act” and R.A. 9211 “Tobacco Regulation Act of 2003”;
- 6.13. Ensure that all forest products such as, but not limited to logs, lumber, firewood brought out of the JHSEZ and JHRA are with the approved permits and proper documentation;
- 6.14. Ensure the solid and hazardous/toxic wastes brought out of the John Hay Special Economic Zone are with the approved permits and proper documentation;
- 6.15. Immediately report the location/s of areas that need installation and/or repair of perimeter fences and continuously monitor the same while measures are taken by JHMC to repair and rehabilitation;
- 6.16. Undertake DAILY monitoring and foot patrolling of all trails especially those most-prone to occurrence of forest fire, illegal tree cutting and other illegal activities to deter would-be-culprits from such illegal acts. A daily journal of daily foot patrolling activities shall be submitted to the JHMC-SSD for evaluation and recording;
- 6.17. Maintain peace and order within the AOR including the conduct of:
  - **ARREST BY SECURITY GUARD** – A security guard, or private detective is not a police officer and is not, therefore, clothed with police authority. However, he may effect arrest under any of the following circumstances:
    - a. When, in his presence, the person to be arrested has committed, is actually committing, or is attempting to commit an offense;
    - b. When an offense has just been committed and he has probable cause to believe based on personal knowledge of facts and circumstances that the person to be arrested has committed it; and
    - c. When the person to be arrested is a prisoner who has escaped from a penal establishment or place where he is serving final judgment or temporarily confined while his case is pending or



has escaped while being transferred from one confinement to another (Section 56, Rule 113, Rule of Court).

*Method of Arrest* – When making an arrest, the watchman, security guard or private detective shall inform the person to be arrested of the intention to arrest him and cause of the arrest, unless the person to be arrested is then engaged in the commission of an offense or after an escape, or flees, or forcibly resists before the person making the arrest has opportunity so to inform him, or when the giving of such information will imperil the arrest.

*Duty of security guard making arrest* – Any security guard making arrest, shall immediately turn over the person arrested to the nearest peace officer, police outpost or headquarters for custody and/or appropriate action, or he may without necessary delay and within the time prescribed in Article 125 of the Revised Penal Code, as amended, take the person arrested, to the proper Court of Law or judge for such action as they may deem proper to take.

*Search without warrant* – Any security guard may, incident to the arrest, search the person so arrested in the presence of at least two (2) witnesses. He may also search employees of the person, firm or establishment with which he is, or his agency has a contract of private detective, watchman or security services, when such search is required by the very nature of the business of the person, firm or establishment.

- 6.18. Provide free legal assistance (i.e., legal counsel and fees) to its deployed security officers or guards who are accused or respondent to a case in the performance of their official functions. Require their guards to appear in court as witness when so requested by JHMC or the Court;
- 6.19. Implement Traffic rules and Regulations and provide traffic assistance and other forms of security assistance as necessary;
- 6.20. Comply and implement JHMC rules and regulations, memoranda and other Standard Operating Procedures (SOP'S) promulgated by JHMC relative to the maintenance of security and safety. For this purpose, JHMC shall conduct an orientation and provide the SA, Security Officers and Guards a copy of the SOP's, and other pertinent documents related to Safety and Security;
- 6.21. Provide at least 15% of the total guard force or an appropriate number of Security Personnel as relievers and to reinforce the existing complement in case of necessity upon written notice by JHMC;
- 6.22. In case of damage or loss of JHMC properties due to negligence or failure of the guard/s to fulfill his/her obligations, the SA is liable to compensate JHMC for the cost of such losses or damages;
- 6.23. Provide the necessary equipment for its operations at no extra cost to JHMC and ensure that said equipment are fully operational. (Please see **Annex "B"**);

- 6.24. Be able to provide a licensed K9 unit in cases of threats to national security upon request by JHMC-SSD at no additional cost to JHMC;
- 6.25. SA shall ensure the timely release/disbursement of salaries and benefits of security officers and guards every 5th and 20th of the month;
- 6.26. The SA shall prepare and submit a certified copy of payrolls with the name of security guards arranged alphabetically and numbered consecutively. These payrolls shall be personally signed by the payees only after receipt of the amounts shown therein. Separate payrolls for distant detachments/posts shall be prepared and similarly signed by the payees or his duly authorized representative as the case maybe. Payrolls shall be filed with the JHMC office within fifteen (15) days after payday. The use of payroll form shall be in accordance with the standard format as prescribed by JHMC. There shall be a separate billing for AOR 1 and AOR 2;
- 6.27. Provide JHMC a quarterly proof of payment of medical and risk insurance, wages and remittances of the deployed security personnel to government agencies such as SSS, PhilHealth, PAG-IBIG and other official documents as required by JHMC;
- 6.28. Organize and ensure at least 10% of its guard force are safety qualified;
- 6.29. Guards to be deployed shall be composed of at least 10% female security guards of the total security force;
- 6.30. Guards shall be deployed as prescribed in their duty detail order (DDO) and guard schedule. Unauthorized extended duties shall not be paid by JHMC;
- 6.31. Perform such other related functions and duties as may be required by JHMC.
- 6.32. Monitor unusual incidents and submit a comprehensive report within twenty-four (24) hours to JHMC-SSD of cases or incidents arising from item 6.1 to 6.32. Spot reports shall be submitted ASAP by duty officers Cc: Security Agency office; and
- 6.33. Ensure that all guards to be deployed by the SA in the JHMC AOR have acquired the necessary training prescribed by JHMC and other forms as necessary.

## **VII. PENALTY CLAUSE**

The **SA**, Security Officers and Guards shall be penalized for failure to comply with the provision of SOS and/or Contract based on the *Table of Offenses and Penalties* attached as **Annex "C"**.

## **VIII. PERFORMANCE EVALUATION**

- 8.1. The **SA** shall be subject to Quarterly Performance Evaluation by the JHMC Security Evaluation Committee based on criteria prescribed and per agreement

of the SA with JHMC and in accordance with PNP-SOSIA and other government agencies' requirements;

- 8.2** The Security Agency Detachment Commander, Asst. Detachment Commander and/or SICs or any designated officer by the SA shall join the JHMC Performance Evaluation Committee during the validations/inspection and examination of operational and administrative documents for references in the rating. All references will be duly signed and authenticated by all attendees of the evaluation / inspection;
- 8.3.** SA must maintain a satisfactory level of performance throughout the term of its contract for security services with JHMC. In case of two (2) unsatisfactory performance or poor ratings during any of the quarterly evaluations, the JHMC may pre-terminate its contract for security services with the SA in writing;
- 8.4.** JHMC will inform the Security Agency on violations and non-compliance to the Security Services Contract as the soonest which will also serve as basis/reference during the performance evaluation.

#### **8.5. RATING SYSTEM**

Refer to ***Annex "D"***.

### **IX. ADMINISTRATIVE SUPPORT**

- 9.1 The **SA** must establish a fully equipped Detachment Headquarters and provide an administrative supervisor and/or staff with no additional cost to JHMC to address administrative concerns so as not to deprive JHMC of the man-hours needed for its daily accomplishment of security services;
- 9.2 The location of the **SA** Office shall be identified by JHMC; and
- 9.3 The **SA** shall shoulder the cost for utilities such as electric and water consumption.

### **X. OPERATIONAL SUPERVISION**

The Guard Force shall be placed under the Operational Supervision (OPSUP) of the JHMC Safety and Security Department (SSD) which shall monitor daily security operations and activities conducted by the SA. The Detachment Commander or the designated Duty Officer shall report to the JHMC-SSD officer/s on duty for instructions before and after every guard deployment. Daily Operations Report shall be submitted by the DC or Duty Officer of the **SA** to the JHMC-SSD Office, copy furnished SA every **8:00AM**.

**Scheduled and/or unscheduled meetings may be required as necessary.**

The SA shall formulate their Security & Safety Plan for their implementation in the JHMC AOR as approved by the JHMC-SSD.

## **XI. ADMINISTRATIVE CONTROL, SUPERVISION, REASSIGNMENT, AND REPLACEMENT OF GUARDS**

- 11.1. The **SA** shall exercise administrative control and supervision (*i.e.*, morale, discipline, law and order) within the rank and file in accordance with the provisions of RA 5487 and other laws, ordinances, rules and regulations prescribed by JHMC;
- 11.2. The **SA** shall be responsible for the disposition of administrative offenses and/or other acts or omissions committed by the guards in accordance with its Table of Offenses and corresponding punishment provided thereon. In this regard, the SA shall submit a copy of their Company Handbook/Manual to SSD as basis for monitoring and disposition of offenses;
- 11.3. In no way shall the security guards deployed under the **SA's** contract for security services with JHMC be assigned to another posting or assignment, even if the purpose is temporary in nature, outside of its agreement for security services with JHMC, without prior notice and concurrence by JHMC-SSD;
- 11.4. JHMC reserves the right to require the replacement of any security guard or security officer whose performance and conduct is found to be unsatisfactory, or whose actions are considered prejudicial to JHMC's interest. Failure of the **SA** to take the necessary action within forty-eight (48) hours from written notice by JHMC shall be cause for the termination of its agreement for security services with JHMC;
- 11.5. There shall be no employer-employee relationship between JHMC and the security officers and guards; direct control and supervision over the officers and guards remains with the **SA**, without prejudice to the powers explicitly given to JHMC under the contract;
- 11.6. The SA shall schedule a monthly meeting with JHMC to discuss operational and administrative issues;
- 11.7. The SA shall submit a certified true copy of reports for items 11.1 to 11.6.

## **XII. POSTING OF PERFORMANCE SECURITY BOND**

- 12.1. To guarantee the faithful performance by the winning **SA** of its obligations under the contract, it shall post a performance security Bond prior to the signing of the contract;
- 12.2. The performance security bond shall be in an amount equal to the percentage of the total contract price in accordance with the following schedule:

<b>FORM OF PERFORMANCE SECURITY</b>	<b>AMOUNT OF PERFORMANCE SECURITY (EQUAL TO PERCENTAGE</b>
-------------------------------------	--

	OF THE TOTAL CONTRACT PRICE)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Goods and Consulting Services – <b>Five Percent (5%)</b>
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	<b>Thirty Percent (30%)</b>
d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

*\*Ref: Sec. 39 of the 2016 IRR of R.A 9184*

### **XIII. WAGE SECURITY**

- 13.1. To answer for wages due the security officer or guards should the SA fail to pay the same, the SA shall post a wage security in favor of JHMC in an amount equivalent to two (2) months of labor cost of their personnel in their respective AOR;
- 13.2. The wage security shall be callable on demand and shall have a validity period equivalent to the duration of the pertinent Contract including its renewal or extension, if any, plus three (3) months; and
- 13.3. In case of change in the Contract price arising from additional deployment of guard force, the aforementioned sureties shall be upgraded accordingly.

### **XIV. WAGE ADJUSTMENT**

- 14.1. During the effectivity of the Contract for security services, the **SA** shall be entitled to request for adjustment of the contract price in the event the minimum wage is increased or where there is increased fringe benefit in favor of the employees pursuant to the law, executive order, decree or wage order, provided that the **SA** presents acceptable proof thereof, e.g., copy of new wage order certified by the **DOLE**; and
- 14.2. The adjustment of the contract price due to new wage order, unless otherwise amended/superseded by a new law shall be computed as follows:

- a. Only the “Amount to Guard and Government”; shall be adjusted and NOT the Agency Fee (Administrative Overhead and Margin); and
- b. The 12% VAT shall be only imposed on the Agency Fee and not the “amount to guard and government”, based on BIR Revenue Memorandum Circular No. 39-2007.

## **XV. DURATION AND EXTENSION OF CONTRACT**

- 15.1 The **SA** shall provide security services to JHMC for a contract period of three (3) years, subject to renewal annually based on the following criteria:
  - 15.1.a. Results of the quarterly Performance Evaluation (PE).
  - 15.1.b. Assessment of the current and future security situation and the corresponding security needs/requirements of JHMC
- 15.2 It is understood that item 15.1 above allows JHMC to exercise its right to either extend or terminate the Security Services Contract based on the results of PE or the assessment of the security situation and security needs of JHMC. It must be explicitly stated that based on security needs of JHMC, the number of deployed security personnel may either be reduced or increased by JHMC as the case may be.

## **XVI. SECURITY PLAN**

- 16.1 The SA shall submit a security plan upon effectivity of the Security Services Contract containing the following minimum components:
  - 16.1.a. Threats and Other Risks (Security Survey)
    - 16.1.a.1. Man-Made Threats/Human Made Disasters
    - 16.1.a.2. Natural Disasters
  - 16.1.b. Operational Methodologies
  - 16.1.c. Disposition and Location of Security Forces
  - 16.1.d. Coordinating Instructions, Communication and Control
  - 16.1.e. Protocols, SOP's, Strategies and Actions During Occurrence of Illegal Activities of Criminal Elements such as:
    - 16.1.e.1. Hostage Taking
    - 16.1.e.2. Theft, Robbery and Damage to Property
    - 16.1.e.3. Assaults
    - 16.1.e.4. Public Disturbances
    - 16.1.e.5. Trespassing
    - 16.1.e.6. Intruder with Weapons.
    - 16.1.e.7. Strikes and Labor Disputes
    - 16.1.e.8. Workplace Violence
    - 16.1.e.9. Workplace Accidents/Incidents
    - 16.1.e.10. Acts of Terrorism
    - 16.1.e.11. Structural Fire
    - 16.1.e.12. Forest Fire
    - 16.1.e.13. Informal Settlers
    - 16.1.e.14. Spill of Hazardous Materials

16.1.e.15. Illegal Tree Cutting and other Damages to the Forest and Forest Watershed

16.1.f. Disaster/Emergency Preparedness Plan:

- a. Earthquake
- b. Typhoon/Inclement Weather
- c. Flashfloods and Soil Erosion

16.1.g. Ingress and Egress of Vehicles/Personnel and Articles (Traffic Management Plan

16.2. The selected **SA** shall submit a Comprehensive Security Plan (CSP) within the period stated in the signed Contract and subject to further review by JHMC-SSD. Should there be revisions, said plan shall be immediately returned to the winning **SA** for finalization.

16.3 The CSP shall be reviewed and updated accordingly every six (6) months by the SA or as the need arises, subject to further review and approval of the JHMC-SSD.

## **XVII. TERMINATION OF CONTRACT**

Either Party may terminate the Security Services Contract for breach of any provisions thereof and for other legal causes by written notice given to the other party at least thirty (30) working days before the intended termination.

## **XVIII. MISCELLANEOUS**

18.1. The security guards shall have full coverage of medical and risk insurance by the SA and other coverage as provided for by law. Proof of such coverage shall be presented upon demand; and

18.2. The security personnel will be provided with food by JHMC during Special operations (i.e., demolition or removal of illegal structure, logs retrieval, etc.)

# JHSEZ MAP

## ANNEX "A"

### John Hay Special Economic Zone (AOR1)

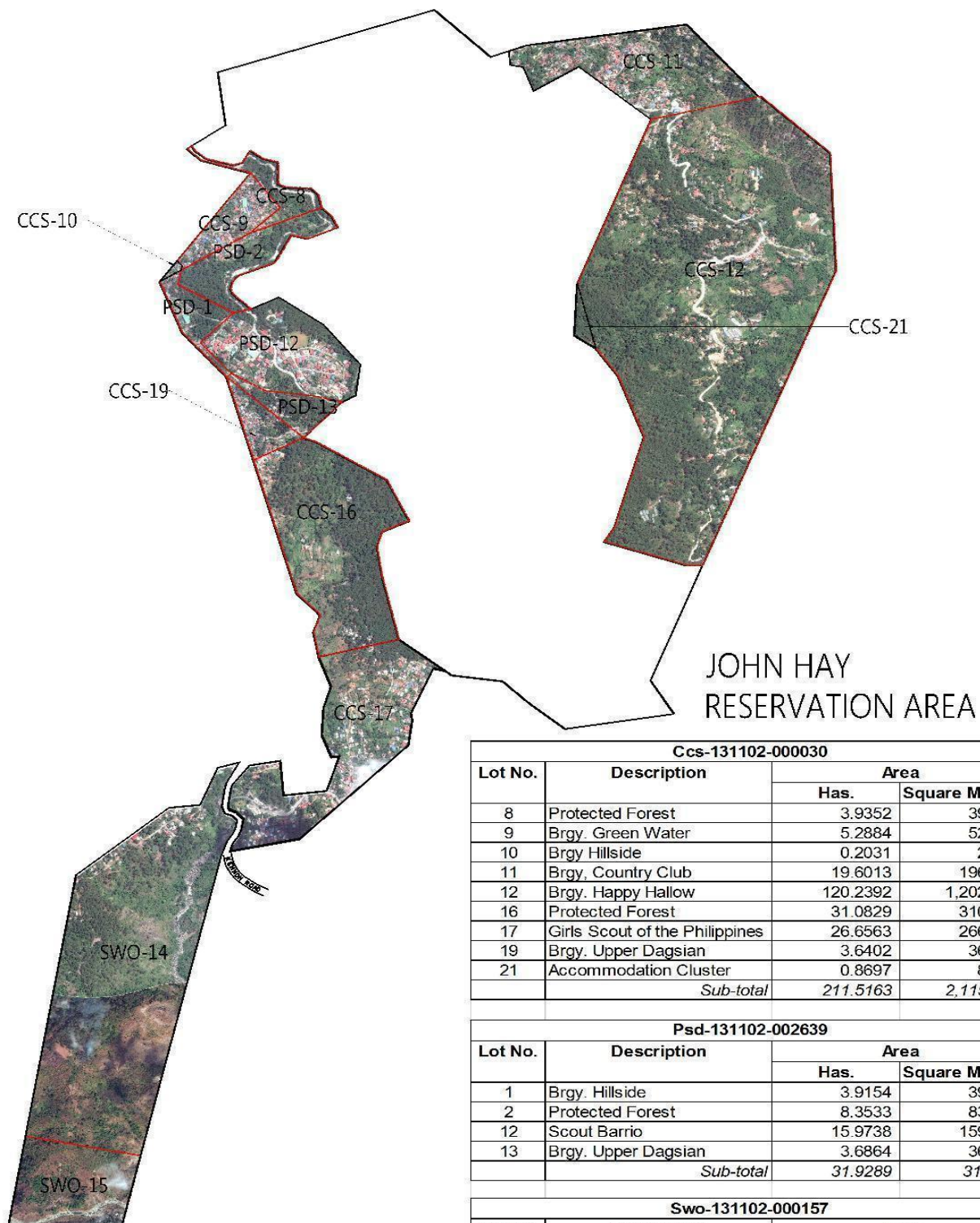


**JOHN HAY SPECIAL  
ECONOMIC ZONE**  
PROC. 420

Ccs-131102-000030			
Lot No.	Description	Area	
		Has.	Square Meters
1	Golf Course Cluster	52.7075	527,075
2	Halfway House	0.4515	4,515
3	Mile Hi	2.0199	20,199
4	Conference Cluster	2.0650	20,650
5	Igorot Lodge	1.6059	16,059
6	Accommodation Cluster	1.6890	16,890
7	Protected Forest	7.4138	74,138
13	U.S. Ambassador's Estate	27.4760	274,760
14	Voice of America	31.8375	318,375
15	Protected Forest	57.4480	574,480
20	Power House	0.1378	1,378
Sub-total		184.8519	1,848,519
Psd-131102-002639			
Lot No.	Description	Area	
		Has.	Square Meters
3	Protected Forest	14.1178	141,178
4	Hotel Cluster	4.4667	44,667
5	Golf Course Cluster	4.2661	42,661
6	Accommodation Cluster	7.0567	70,567
7	Protected Forest	13.7602	137,602
8	Cultural Cluster	3.8489	38,489
9	Village Center	8.7037	87,037
10	Rec. Cluster / Maint. Service	8.7586	87,586
11	Utilities / Transient Housing	5.2035	52,035
14	Managed Forest	13.5709	135,709
15	Protected Forest	24.1781	241,781
16	Accommodation Cluster	3.2340	32,340
17	Accommodation Cluster	1.9910	19,910
18	U.S. Ambassador's Estate	3.8521	38,521
Sub-total		117.0083	1,170,083
Grand Total		301.8602	3,018,602



## JOHN HAY RESERVATION AREA (AOR 2)



Ccs-131102-000030			
Lot No.	Description	Area	
		Has.	Square Meters
8	Protected Forest	3.9352	39,352
9	Brgy. Green Water	5.2884	52,884
10	Brgy. Hillside	0.2031	2,031
11	Brgy. Country Club	19.6013	196,013
12	Brgy. Happy Hallow	120.2392	1,202,392
16	Protected Forest	31.0829	310,829
17	Girls Scout of the Philippines	26.6563	266,563
19	Brgy. Upper Dagsian	3.6402	36,402
21	Accommodation Cluster	0.8697	8,697
Sub-total		211.5163	2,115,163
Psd-131102-002639			
Lot No.	Description	Area	
		Has.	Square Meters
1	Brgy. Hillside	3.9154	39,154
2	Protected Forest	8.3533	83,533
12	Scout Barrio	15.9738	159,738
13	Brgy. Upper Dagsian	3.6864	36,864
Sub-total		31.9289	319,289
Swo-131102-000157			
Lot No.	Description	Area	
		Has.	Square Meters
14	CJH Mini-Hydro Power Plant	65.9159	659,159
15	CJH Mini-Hydro Power Plant	14.1892	141,892
Sub-total		80.1051	801,051
Grand Total		323.5503	3,235,503

## MANPOWER & EQUIPMENT REQUIREMENTS

### *Basic Equipment:*

The following shall comprise the Basic Equipment of a security guard which shall be made mandatory and ready for his/her use while performing post and patrol duties and the like:

1. Prescribed Basic Uniform – (2 sets dark uniform long sleeves and 2 sets white long sleeves)
2. Prescribed Duty Shoes ( Combat Boots for JHRA and Dress shoes for JHSEZ)
3. Nightstick/baton
4. Whistle
5. Timepiece (synchronized)
6. Writing pen
7. Notebook and duty checklist (electronic or not)
8. Flashlight
9. First Aid Kit
10. Handcuff
11. Duty Belt
12. Rain Boots
13. Rain Coat
14. Service Firearms (issued by SA as determined by SSD)
15. Athletic uniform ( Black Shorts, White Shirt, Black Shirt and Rubber Shoes)

The security agency shall have the responsibility of ensuring the availability and issuance of the basic equipment to its posted guards.

Security Guards shall be responsible for maintaining / inspecting the serviceability of basic equipment issued to them, and be responsible for keeping themselves acquainted with the proper use of the equipment.

### **Other required equipment:**

Apart from the mandatory basic equipment, other equipment shall be issued to the security guard as determined necessary following the contract requirement. The SA shall ensure that the security guard shall have acquired the prior training/knowledge on the proper use of the same but not limited to the following:

ITEMS	PCS. /UNIT
1. Sports Utility Vehicle (SUV) or Pick-up Vehicle 4x4, 2018 model or higher with appropriate security apparatus and markings for both JHMC and SA, with dashboard camera	1 Unit
2. One (1) Utility back up Passenger type, 2018 model or higher with appropriate security apparatus and markings for both JHMC and SA, with dashboard camera (Example: L 300 )	1 Unit
3. 150cc Motorcycle, 2020 model or higher with appropriate security apparatus and markings for both Client and Agency	4 Units

4. Service FireArms (9mm) with 6 ammos each	15 units
5. Service FireArms (12 gauge shotgun) with 6 ammos each	8 units
6. Handheld Radio with charger and extra battery pack	45 units
7. Desktop Computer	3 Units
8. Printer (Colored)	1 Unit
9. Portable WI-FI	1 Unit
10. Mobile Phone (with official number)	2 Units (1 smart and 1 globe)
11. Drone	1 Unit
12. Base Radio with Antenna, Radio Frequency and Repeater as necessary	1 Unit
13. Traffic reflective vests with appropriate markings for JHMC and SA	1pc per guard
14. Wet-cell Battery for Base Radio	1 Unit
15. Megaphone with appropriate accessories and spare batteries	2 units
16. Shovel	5 pcs
17. Bolo	5 pcs
18. Chainsaw (070-36 Inches)	1 unit
19. Complete First Aid Trauma Kit (NEW)	2 Units
20. Emergency Spine Board with Safety Straps (NEW)	2 Units
21. Universal Head Immobilizer (NEW)	2 Units
22. Universal Rolled Splint (NEW)	5 Pcs.
23. Wheelchair (NEW)	2 Units
24. Waterproof Dual Halogen Floodlights (NEW,5X500 WATTS)	1 Unit
25. Waterproof Search Light (NEW)	5 Units
26. Portable Generator Set (5KVA, NEW)	1 Unit
27. Safety Harness with complete accessories (NEW)	2 Sets
28. Traffic cones(NEW)	30 pcs
29. Caution Tape(NEW)	10 rolls
30. Nylon Rope I(1 inch x 50 ft.) (NEW)	2 rolls
31. Fire Extinguisher	12 units
32. Knapsack	5 units
33. Fire Swatter	10 pcs
34. Hard Hat/Safety Hat	10pcs

Electronic and/or communication devices requiring registration under the jurisdiction of other government agencies shall be complied with prior to issuance for use of the security guard.

Vehicles shall be used for daily deployment of guards and other operational activities (Patrol Car, Escort Operations, Emergency Retrieval, Emergency Security Assistance/Operations).

## **TABLE OF OFFENSES AND PENALTIES**

## **ANNEX "C"**

<b>NO.</b>	<b>OFFENSES</b>	<b>PENALTIES</b>
	<b><i>Non-compliance with any of the following duties and requirements:</i></b>	
<b>1</b>	Failure to secure all BCDA and JHMC properties against theft, robbery, sabotage, arson, acts of terrorism and all other crimes punishable by law due to negligence of SA's guard	<ul style="list-style-type: none"> <li>• Payment of damages/missing items if SA is found liable, to be deducted from the SA's billing.</li> </ul>
<b>2</b>	Failure to secure, protect, and guard BCDA/JHMC officers, employees, and visitors from assault, harassment, threat, and intimidation.	<ul style="list-style-type: none"> <li>• Payment of damages if SA is found liable, to be deducted from the SA's billing.</li> </ul>
<b>3</b>	Failure to prevent the entry of materials for construction or renovation of structures without permit/s from JHMC.	<ul style="list-style-type: none"> <li>• Dismissal of guard from the JHMC Detachment and/or penalty of PhP5,000 to be deducted from the SA's billing if due to negligence.</li> </ul>
<b>4</b>	Failure to report ongoing construction activities without permit from JHMC, and failure to effect immediate demolition or removal thereof without notice from JHMC.	<ul style="list-style-type: none"> <li>• Dismissal of guard from the JHMC Detachment and/or penalty of PhP5,000 to be deducted from the SA's billing if due to negligence.</li> </ul>
<b>5</b>	Remove or demolish illegal structures in the AOR within seventy-two (72) hours upon written notification by JHMC.	<ul style="list-style-type: none"> <li>• Cost of Removal/Demolition and deduction of <b>50,000.00</b> per structure for failure to remove or demolish the structure within 72 hours from receipt of notice, to be deducted from the SA's billing.</li> </ul>
<b>6</b>	Entry and exit of undocumented articles (local/imported) inside the JHSEZ as provided in CAO 2-98 and other applicable rules and regulations	<ul style="list-style-type: none"> <li>• Deduction of <b>5,000.00</b> as penalty per incident, to be deducted from the SA's billing.</li> </ul>
<b>7</b>	Failure to immediately report Illegal cutting of trees:	<ul style="list-style-type: none"> <li>• The following deductions shall be imposed upon the SA per illegally cut live pine tree: <ul style="list-style-type: none"> <li>a) Less than 15 cm dbh: 5,000.00</li> <li>b) 16-30 cm dbh: 10,000.00</li> <li>c) 31-60 cm dbh: 20,000.00</li> <li>d) More than 60 cm dbh: 30,000.00</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>For other miscellaneous live tree species:               <ol style="list-style-type: none"> <li>&lt; 15 cm dbh: 1,000.00</li> <li>16-30 cm dbh: 3,000.00</li> <li>31-60 cm dbh: 8,000.00</li> <li>&gt;60 cm dbh: 13,000.00</li> </ol> </li> <li>For DEAD/ROTTEN Pine trees: the following shall be deducted:               <ol style="list-style-type: none"> <li>&lt;15 cm dbh: 1,000.00</li> <li>16-30 cm dbh: 2,000.00</li> <li>31-60 cm dbh: 4,000.00</li> <li>&gt;60 cm dbh: 6,000.00</li> </ol> </li> </ul>
8	Failure to immediately report damage/injury inflicted to LIVE PINE trees (e.g. chopping, girdling, etc.)	<ol style="list-style-type: none"> <li>&lt;15 cm dbh: 3,000.00 per tree</li> <li>16-30 cm dbh: 5,000.00 per tree</li> <li>31-60 cm dbh: 8,000.00 per tree</li> <li>&gt;60 cm dbh: 10,000.00 per tree</li> </ol>
9	Failure to show proof of actual daily foot patrolling activities where assigned.	<ol style="list-style-type: none"> <li>First offense to negligent guard: reprimand</li> <li>Second offense: five (5) days suspension</li> <li>Third offense: Termination of his employment from the Security provider and for replacement.</li> </ol>
10	Falsification of reports, Daily Time Record, payroll and other documents submitted to JHMC.	<ul style="list-style-type: none"> <li>Termination of Contract.</li> <li>Filing of civil case against the SA for the determination of its liabilities.</li> </ul>
11	Unauthorized disclosure of confidential information/document of JHMC by the SA or anybody among the deployed Security Officers or Guards.	
12	Posting of guard on straight Duty (extended duty beyond 12 hours)	Deduction of the computed daily wage of guard from the billing of the SA.
13	Failure to provide the required number of firearms, vehicles and radio equipment at the start of the contract.	<ul style="list-style-type: none"> <li>1<sup>st</sup> Offense: Notice of Compliance.</li> <li>2<sup>nd</sup> Offense: P100 per day per item to be deducted from the billing of the SA.</li> <li>3<sup>rd</sup> Offense: P500 per day per item to be deducted from the billing of the SA.</li> </ul>
14	Failure to provide the number of other required equipment at the start of the contract.	
15	Non-availability or un-serviceability of firearms, radio equipment and vehicles during the conduct of daily and random inspection.	

16	Un-manned and/or Under-manned Post	Deduction of the computed daily wage of guard from the billing of the SA.
17	Non-availability or un-serviceability of other equipment during the conduct of daily and random inspection.	Deduction of P500.00 per day per item from the billing of the SA.
18	Failure to timely release/disburse salaries and benefits of security officers and guards.	Deduction of P1,000.00 per per day of delay from SA's billing.
19	Failure to provide to JHMC a monthly proof of payment of wages and remittances of the deployed security personnel to government such as SSS, Philhealth, and Pag-Ibig.	Deduction of P5,000.00 per incident from the billing of the SA.
20	Failure to provide free legal assistance (i.e. legal counsel and fees) to its deployed security officers or guards who are accused or respondent to a case in the performance of their official functions.	Deduction of P5,000.00 per incident from the billing of the SA.
	<b>SECURITY GUARD</b>	
21	Guard found sleeping on post	<ul style="list-style-type: none"> <li>Dismissal from the JHMC Detachment</li> </ul>
22	Guard found under the influence of liquor or drinking liquor while on duty	<ul style="list-style-type: none"> <li>Dismissal from the JHMC Detachment</li> </ul>
23	Abandoning of Post by the Duty Guard	
24	Indiscriminate firing of weapon by the guard	<ul style="list-style-type: none"> <li>Dismissal from the JHMC Detachment</li> </ul>
25	Guards found guilty of vandalism, theft and pilferage of company properties	<ul style="list-style-type: none"> <li>For item no. 25, guard to shoulder the cost of damaged/missing item</li> </ul>
26	Act of disrespect and other forms of discourtesies committed by the guards against JHMC/BCDA officials and employees and visitors	
27	Guards found in possession of prohibited drugs or are found positive of the same	
28	Guards involved in gambling inside BCDA/JHMC premises	1 <sup>st</sup> offense: Warning 2 <sup>nd</sup> offense: Suspension 3 <sup>rd</sup> offense: Dismissal from the JHMC Detachment

**ANNEX “D”**

# PERFORMANCE EVALUATION JHMC SECURITY SERVICE PROVIDER

**Period Covered:****Date of Evaluation:****I. Type of Evaluation:**

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Periodic  
Renewal  
Others

**II. Name of Security Agency :****III. Address of Security Agency :****IV. Rating Scale**

Adjectival Rating	Numerical Rating	Description of Rating
POOR or Unsatisfactory-1 and below	75 & below	Poor standard of services and major breaches of the security contract. Affects the accomplishment of JHMC operations
FAIR-2	76 – 80	Fails to meet 90% of the requirements of JHMC in terms of operational and administrative capability.
Satisfactory-3	81 –85	Meet all the requirements but with minor violations. The quality of services needs further improvement.
Very Satisfactory-4	86 – 90	Performance Exceeds expectation. All requirements complied timely and with efficiency.
Excellent-5	91-100	Achieves the highest standard of quality security services as required by JHMC.

Performance Criteria	Rating	Rating												
I. OPERATIONAL EFFICIENCY (60%)														
1. Anti-Squatting Operations, Anti-Crime Operations, Enforcement of SEZIRR and P.D. 705 (25%)														
A. Anti-Squatting operations (5%) (New Structure, repair/renovation, Denied Construction Materials, Demolition)	<table><tr><th>Rating</th><th></th></tr><tr><td>5%</td><td>100% violations were reported and investigated</td></tr><tr><td>4%</td><td>95-99 % of total violations</td></tr><tr><td>3%</td><td>90-94%</td></tr><tr><td>2%</td><td>85-89%</td></tr><tr><td>1%</td><td>84% and below</td></tr></table>	Rating		5%	100% violations were reported and investigated	4%	95-99 % of total violations	3%	90-94%	2%	85-89%	1%	84% and below	
Rating														
5%	100% violations were reported and investigated													
4%	95-99 % of total violations													
3%	90-94%													
2%	85-89%													
1%	84% and below													
B. Enforcement of PD 705 (5%) (Illegal Tree Cutting, Excavation, Fattening, retrieval of Illegally cut trees, retrieval of fallen pine trees, Forest Fire )	<table><tr><th>Rating</th><th></th></tr><tr><td>5%</td><td>100% violations were reported and investigated</td></tr><tr><td>4%</td><td>95-99 % of total violations</td></tr><tr><td>3%</td><td>90-94%</td></tr><tr><td>2%</td><td>85-89%</td></tr><tr><td>1%</td><td>84% and below</td></tr></table>	Rating		5%	100% violations were reported and investigated	4%	95-99 % of total violations	3%	90-94%	2%	85-89%	1%	84% and below	
Rating														
5%	100% violations were reported and investigated													
4%	95-99 % of total violations													
3%	90-94%													
2%	85-89%													
1%	84% and below													
C. Anti-Crime Operations (5%)	<table><tr><th>Rating</th><th></th></tr><tr><td>5%</td><td>100 % response to all reported incidents</td></tr><tr><td>4%</td><td>95-99%</td></tr><tr><td>3%</td><td>90-94%</td></tr><tr><td>2%</td><td>85-99%</td></tr><tr><td>1%</td><td>84% and below</td></tr></table>	Rating		5%	100 % response to all reported incidents	4%	95-99%	3%	90-94%	2%	85-99%	1%	84% and below	
Rating														
5%	100 % response to all reported incidents													
4%	95-99%													
3%	90-94%													
2%	85-99%													
1%	84% and below													
D. Enforcement of SEZ IRR (5%) (Interception/Recording of undocumented/documentated articles)	<table><tr><th>Rating</th><th></th></tr><tr><td>5%</td><td>All articles were intercepted/denied/ directed to CCA</td></tr><tr><td>1%</td><td>there are reports of articles not directed to CCA</td></tr></table>	Rating		5%	All articles were intercepted/denied/ directed to CCA	1%	there are reports of articles not directed to CCA							
Rating														
5%	All articles were intercepted/denied/ directed to CCA													
1%	there are reports of articles not directed to CCA													
E. Responsiveness to Security/VIP assistance activities (5%)	<table><tr><th>Rating</th><th></th></tr><tr><td>5%</td><td>100% response to Assistance</td></tr><tr><td>1%</td><td>Below 100%</td></tr></table>	Rating		5%	100% response to Assistance	1%	Below 100%							
Rating														
5%	100% response to Assistance													
1%	Below 100%													
2. Officers' Competence and Efficiency (10%)														
a. Supervisory Capability (2.5%)	<table><tr><th>Rating</th><th></th></tr><tr><td>2.5%</td><td>Ability to efficiently supervise guards on deployment, discipline and inspection.</td></tr><tr><td>1%</td><td>one or more Lapses in the</td></tr></table>	Rating		2.5%	Ability to efficiently supervise guards on deployment, discipline and inspection.	1%	one or more Lapses in the							
Rating														
2.5%	Ability to efficiently supervise guards on deployment, discipline and inspection.													
1%	one or more Lapses in the													



		supervision of guard force															
b. Leadership (2.5%)		<table><tr><th>Rating</th><th></th></tr><tr><td>2.5%</td><td>Promptness and decisiveness of actions</td></tr><tr><td>1%</td><td>Failure in the conduct of daily operations</td></tr></table>	Rating		2.5%	Promptness and decisiveness of actions	1%	Failure in the conduct of daily operations									
Rating																	
2.5%	Promptness and decisiveness of actions																
1%	Failure in the conduct of daily operations																
c. Skills Proficiency: Report writing, Recording information and Investigation (5%)		<table><tr><th>Rating</th><th></th></tr><tr><td>5%</td><td>Complete and properly accomplished required reports</td></tr><tr><td>1%</td><td>Lack the necessary data/information/ Incomplete details</td></tr></table>	Rating		5%	Complete and properly accomplished required reports	1%	Lack the necessary data/information/ Incomplete details									
Rating																	
5%	Complete and properly accomplished required reports																
1%	Lack the necessary data/information/ Incomplete details																
3. Guard Performance/Proficiency (5%)																	
A. Knowledge of Duties and Responsibilities (2.5%) (Security Guidelines, Memorandums and Other SOPS)		<table><tr><th>Rating</th><th></th></tr><tr><td>2.5%</td><td>All SOPs/ Security Guidelines Implemented</td></tr><tr><td>1%</td><td>one or more Lapses in the performance of duties and responsibilities</td></tr></table>	Rating		2.5%	All SOPs/ Security Guidelines Implemented	1%	one or more Lapses in the performance of duties and responsibilities									
Rating																	
2.5%	All SOPs/ Security Guidelines Implemented																
1%	one or more Lapses in the performance of duties and responsibilities																
B. Mastery of AOR (2.5%) (Whole of Camp John Hay AOR)		<table><tr><th>Rating</th><th></th></tr><tr><td>2.5%</td><td>Familiar with all the areas and posts in the AOR</td></tr><tr><td>1%</td><td>Failure to familiarize AOR and posts</td></tr></table>	Rating		2.5%	Familiar with all the areas and posts in the AOR	1%	Failure to familiarize AOR and posts									
Rating																	
2.5%	Familiar with all the areas and posts in the AOR																
1%	Failure to familiarize AOR and posts																
4. Innovations of strategies and tactics to operational exigencies and improvements /adjustments to new threat/risk situations (5%)		<table><tr><th>Rating</th><th></th></tr><tr><td>5%</td><td>innovations instituted completely addressed the problem/issue</td></tr><tr><td>4%</td><td>innovations partially addressed a problem</td></tr><tr><td>3%</td><td>innovations did not address the problem</td></tr><tr><td>0</td><td>no innovations instituted</td></tr></table>	Rating		5%	innovations instituted completely addressed the problem/issue	4%	innovations partially addressed a problem	3%	innovations did not address the problem	0	no innovations instituted					
Rating																	
5%	innovations instituted completely addressed the problem/issue																
4%	innovations partially addressed a problem																
3%	innovations did not address the problem																
0	no innovations instituted																
5. Implementation of its approved Security Plan (5%)		<table><tr><th>Rating</th><th></th></tr><tr><td>5%</td><td>96-100% implementation of the provisions of the approved security plan</td></tr><tr><td>4%</td><td>91-95%</td></tr><tr><td>3%</td><td>86-90%</td></tr><tr><td>2%</td><td>81-85%</td></tr><tr><td>1%</td><td>75 - 80%</td></tr><tr><td>0</td><td>not implemented</td></tr></table>	Rating		5%	96-100% implementation of the provisions of the approved security plan	4%	91-95%	3%	86-90%	2%	81-85%	1%	75 - 80%	0	not implemented	
Rating																	
5%	96-100% implementation of the provisions of the approved security plan																
4%	91-95%																
3%	86-90%																
2%	81-85%																
1%	75 - 80%																
0	not implemented																

6. Radio Communication Efficiency (5%)	<table><tr><td>Rating</td><td></td></tr><tr><td>5%</td><td>Excellent Radio Communication</td></tr><tr><td>1%</td><td>Poor radio communication</td></tr></table>	Rating		5%	Excellent Radio Communication	1%	Poor radio communication									
Rating																
5%	Excellent Radio Communication															
1%	Poor radio communication															
7. Timely Submission and Proper Accomplishment of report (5%)	<table><tr><td>Rating</td><td></td></tr><tr><td>5%</td><td>96-100% of required reports submitted on time and are properly accomplished</td></tr><tr><td>4%</td><td>91-95%</td></tr><tr><td>3%</td><td>86-90%</td></tr><tr><td>2%</td><td>81-85%</td></tr><tr><td>1%</td><td>75 - 80%</td></tr><tr><td>0</td><td>not implemented</td></tr></table>	Rating		5%	96-100% of required reports submitted on time and are properly accomplished	4%	91-95%	3%	86-90%	2%	81-85%	1%	75 - 80%	0	not implemented	
Rating																
5%	96-100% of required reports submitted on time and are properly accomplished															
4%	91-95%															
3%	86-90%															
2%	81-85%															
1%	75 - 80%															
0	not implemented															
Subtotal: 60%																
II. ADMINISTRATION (20 %)																
1. Timely release/payment of salaries and (Uniform Allowance, 13 <sup>th</sup> Month Pay, SIL, etc.) =5%	<table><tr><td>Rating</td><td></td></tr><tr><td>5%</td><td>All salaries and benefits were paid on time</td></tr><tr><td>1%</td><td>One or more late disbursement/release</td></tr><tr><td>0</td><td>not implemented</td></tr></table>	Rating		5%	All salaries and benefits were paid on time	1%	One or more late disbursement/release	0	not implemented							
Rating																
5%	All salaries and benefits were paid on time															
1%	One or more late disbursement/release															
0	not implemented															
2. Timely disposition of guard offenses=5%	<table><tr><td>Rating</td><td></td></tr><tr><td>5%</td><td>100% Disposition of guard offenses</td></tr><tr><td>1%</td><td>99% and below</td></tr></table>	Rating		5%	100% Disposition of guard offenses	1%	99% and below									
Rating																
5%	100% Disposition of guard offenses															
1%	99% and below															
3. Regular (Monthly) supervisory visits to the JHMC Detachment and Meeting with JHMC Management =5%	<table><tr><td>Rating</td><td></td></tr><tr><td>5%</td><td>Three(3) meetings/visits Conducted for the quarter</td></tr><tr><td>1%</td><td>Less than 3 Meetings/visits</td></tr></table>	Rating		5%	Three(3) meetings/visits Conducted for the quarter	1%	Less than 3 Meetings/visits									
Rating																
5%	Three(3) meetings/visits Conducted for the quarter															
1%	Less than 3 Meetings/visits															
4. Prescribed Guard Uniform, equipment and paraphernalia=5%	<table><tr><td>Rating</td><td></td></tr><tr><td>5%</td><td>95-100% occasions of Complete uniform and equipment</td></tr><tr><td>1%</td><td>94% and below Occasions of Incomplete uniform</td></tr></table>	Rating		5%	95-100% occasions of Complete uniform and equipment	1%	94% and below Occasions of Incomplete uniform									
Rating																
5%	95-100% occasions of Complete uniform and equipment															
1%	94% and below Occasions of Incomplete uniform															
Subtotal: 20%																
III. COMPLIANCE TO OTHER PROVISIONS OF THE SECURITY CONTRACT (20%)																
a. Manpower Requirements (8%)	<table><tr><td>Rating</td><td>No. of days</td></tr><tr><td>8%</td><td>90 / 90 complete deployment</td></tr></table>	Rating	No. of days	8%	90 / 90 complete deployment											
Rating	No. of days															
8%	90 / 90 complete deployment															

	7%	86-89 / 90	
	6%	81-85/ 90	
	5%	76- 80/ 90	
	4%	71-75 / 90	
	3%	66-70/ 90	
	2%	65 and below / 90	
b. Provision for Equipment, Vehicles and Additional Services (Refer to annex B of SOS) (7%)	Rating		
	7%	100 % complete	
	6%	96-99%	
	5%	91-95 %	
	4%	86- 90%	
	3%	81-85%	
	2%	76-80%	
	1%	75% and below	
<b>Other Provisions (5%)</b>			

c. Manner of Payment and Billing Requirements	Rating		
d. Qualifications of Security Officers	5%	12/12 Complied	
e. Qualification of Security guards	4%	11/12	
f. 20 % of Guard Force Safety Qualified	3%	10/12	
g. 10 % Female security guards of the total guard force	2%	9/12	
h. Detachment Headquarters and Administrative Support	1%	8 and below /12	
i. Submission and Updating of 201 file. (Shall be updated monthly or quarterly as may be necessary)			

j. Submission and Updating of the Comprehensive Security Plan (CSP) <i>(shall be Approved by JHMC and shall be updated every six (6) months or as the need)</i>		
k. Compliance with Labor Laws and JHMC Rules and Regulations <i>(Refer to contract)</i>		
l. Immediately report the location/s of areas that need installation and/or repair of perimeter fences and continuously monitor the same while measures are taken by JHMC to repair and rehabilitation;		
m. Implement Traffic rules and Regulations and provide traffic and other forms of assistance as necessary;		
n. Detachment commander or the Designated Duty Officer shall report to the Security agency and JHMC-SSD for instructions before and after every guard deployment		
<b>Subtotal: 20%</b>		
<b>TOTAL: 100%</b>		

**Rating:**

**A. Operational Proficiency (60%) =**  
**B. Administrative Efficiency ( 20%) =**  
**C. Compliance to Other Provisions of the Security Contract (20%) =**  
**Total=**

**Observations / Comments:**

**Recommendations:**

**AGENCY REPRESENTATIVE COMMENTS:**

***Note: The agency is required to submit their comments or disagreements within 5 days upon receipt of the result. Non-submission within the prescribed period of five days will correspond to your conformity to the result of the Performance evaluation.***